

Distribution
Date:
To:

Micro Fiched

BOARD OF SUPERVISORS
Yolo County, California

Date: September 30, 1963
Entry No. 16

File:
BOARD OF SUPERVISORS-CLERK-
Duties & Procedures

MINUTE ORDER NO. 63-301: PERMISSION FOR THE CLERK OF THE BOARD TO ENTER ALL RESOLUTIONS IN FULL IN A RESOLUTION BOOK IN LIEU OF ENTERING THEM IN FULL IN THE MINUTE BOOK, WAS GRANTED, PROVIDING THAT THE MINUTE BOOK REFLECT THE RESOLUTION NUMBER AND SUBJECT MATTER OF SAID RESOLUTION: THE CLERK WAS FURTHER AUTHORIZED TO DO THE SAME WITH ORDINANCES, AGREEMENTS, CORRECTIONS AND CANCELLATIONS ON THE CURRENT YEAR ASSESSMENT ROLL, UNSECURED ROLL, AND SECURED ROLL. (See Gov. Code 25102.1)

Upon motion of Supervisor Duncan, seconded by Supervisor McDermott, and duly carried, the above Minute Order was so ordered by the following vote:

Ayes: McDermott, Conner, Stephens, Duncan, Combs.

Noes: None.

Absent: None.

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Sacramento, California

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June 10, 1965

AGREEMENT NO. 65-103

Sue F. Yee,

FILED

James A. Federico and

JUL - 6 1965

Henry Taketa, as Trustees

Grantors

LAURENCE P. HENIGAN, Clerk

RIGHT OF WAY CONTRACT - DRAINAGE DITCH

By L. E. Henigan
Deputy

Document No. 65-164 in the form of a Grant Deed, covering the

following described property:

All that portion of Sections 8 and 9, Township 8 North,
Range 3 East, M. D. B. & M., described as follows:

Beginning at a two inch iron pipe fence corner marking the west one-quarter of said Section 9, as shown and so designated on the Record of Survey entitled "Portion of Sections 4, 5, 8 and 9, Township 8 North, Range 3 East, M. D. B. & M.," recorded in the office of the Recorder of Yolo County in Book 8 of Surveys, Map No. 116; thence from said point of beginning along the south line of that certain parcel of land designated "Eleanor I. Swingle 295.672 acres," as shown on said Record of Survey, North 89° 19' 01" West 117.62 feet; thence curving to the left on an arc of 932.48 feet radius, said arc being subtended by a chord bearing North 83° 51' 47" East 221.47 feet; thence curving to the right on an arc of 996.67 feet radius, said arc being subtended by a chord bearing North 83° 51' 47" East 236.71 feet; thence parallel to the south line of said 295.672 acre tract of land, South 89° 19' 01" East 1821.83 feet; thence curving to the right on an arc of 1031.00 feet radius, said arc being subtended by a chord bearing South 82° 37' 12" East 240.47 feet; thence curving to the left on an arc of 959.00 feet radius, said arc being subtended by a chord bearing South 82° 37' 12" East 226.01 feet to a one and one-half inch iron pipe monument tagged "L. S. 2651," marking the southeast corner of said 295.672 acre tract of land; thence along the southerly line of said 295.672 acre tract of land North 89° 19' 01" West 2622.41 feet to the point of beginning; containing 2.855 acres, more or less.

has been executed and delivered to H. Van Reyper, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

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2. The County Shall:

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a.) Pay Grantors for damages, in the total sum of Three Thousand Six Hundred Dollars (\$3,600.00), to spoil the existing levee, lying contiguous to the hereinabove described property, on the adjacent land area.

b.) Pay Grantors for the Grant Deed as hereinabove described, the total sum of Seven Thousand Eight Hundred Fifty Dollars (\$7,850.00).

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Sue F. Yee
Sue F. Yee, Trustee Grantor

James A. Federico
James A. Federico, Trustee Grantor

Henry Taketa
Henry Taketa, Trustee Grantor

Recommended for Approval,

COUNTY OF YOLO

BY

Director of Public Works

Chairman of the Board of Supervisors,
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

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Sacramento, California

June 10, 1965

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Sue F. Yee

James A. Federico and

AGREEMENT NO. 65-104

Henry Taketa, as Trustees
Grantors

FILED

JUL - 6 1965

RIGHT OF WAY CONTRACT - ACCESS ROAD

LAURENCE P. HENNING, Clerk

By John E. Lyons Deputy

Document No. 65-16B in the form of a Grant of Easement for an access

road, covering the following described property:

All that portion of that certain tract of land designated "Parcel A" on that certain Record of Survey entitled "Portion of Sections 4, 5, 8 and 9, Township 8 North, Range 3 East, M. D. B. & M.", recorded in the office of the Recorder of Yolo County in Book 8 of Surveys, Map No. 116, described as follows:

Beginning at the southwest corner of said "Parcel A"; thence from said point of beginning along the westerly boundary of said "Parcel A" North 01° 17' 15" East 2182.72 feet to the northwest corner of said "Parcel A"; thence along the northerly boundary of said "Parcel A" North 79° 45' 04" East 40.82 feet; thence South 01° 17' 15" West 2190.46 feet to a point located on the southerly boundary of said "Parcel A"; thence along the southerly boundary of said "Parcel A" North 89° 19' 01" West 40.00 feet to the point of beginning; containing 2.008 acres, more or less.

RESERVING THEREFROM, all rights and privileges of the Grantors, their successors or assigns, to operate and maintain the existing farm well lying within the hereinabove described right of way.

has been executed and delivered to H. Van Reyper, Director of Public Works of the County of Yolo.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

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agreed No. 65-104

2. The County Shall:

a.) Pay Grantors for the Grant of Easement as hereinabove described, the total sum of Eight Thousand Dollars (\$8,000.00)

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Sue F. Yee
Sue F. Yee, Trustee Grantor

James A. Federico
James A. Federico, Trustee Grantor

Henry Taketa
Henry Taketa, Trustee Grantor

Recommended for Approval,

COUNTY OF YOLO

By H. L. [Signature]
DIRECTOR OF PUBLIC WORKS

[Signature]
CHAIRMAN OF THE BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

7-2-65
[Signature]
[Signature]

Woodland, CaliforniaJuly 6, 1965Richard RicciAGREEMENT NO. 65-105Marie BartoliIrene LenciLaura Ricci

Grantors

FILED

JUL - 6 1965

LAURENCE P. HENIGAN, Clerk

By Bill E. Hines

Deputy

RIGHT OF WAY CONTRACT-DRAINAGE DITCH

Document No. 65-17 in the form of a Grant of Easement, covering the following described property:

All that portion of Section 13, Township 8 North, Range 2 East, M. D. B. & M., described as follows:

Beginning at the southeasterly corner of that certain Record of Survey entitled "Portion of Sections 12 and 13, T. 8 N., R. 2 E., M. D. B. & M.," recorded in the office of the Recorder of Yolo County in Book 9 of Surveys, page 50; thence from said point of beginning along the southeasterly boundary of said Record of Survey North 00° 44' 19" East 62.53 feet; thence South 78° 16' 30" East 48.72 feet; thence North 61° 45' 54" East 9.75 feet; thence South 75° 38' 41" East 245.34 feet; thence South 80° 35' 04" East 197.81 feet; thence South 84° 33' 02" East 259.61 feet; thence North 87° 43' 01" East 296.16 feet; thence North 84° 33' 35" East 75.76 feet to a point on the west boundary of Parcel C of the Record of Survey entitled "Part of N.E. 1/4 of Section 13, T. 8 N., R. 2 E., M. D. B. & M., - Sueri Ranch" recorded in the office of said Recorder in Book 7 of Surveys, page 36; thence along the westerly boundary of said Parcel C South 00° 51' 22" West 57.93 feet to the southeast corner of that certain 27.43 acre tract of land described in the instrument recorded in the office of said Recorder in Book 223 of Official Records, page 76; thence along the southerly boundary of said 27.43 acre tract of land the following three (3) courses and distances: (1) South 36° 14' 56" West 400.00 feet, (2) North 83° 58' 37" West 300.00 feet, and (3) North 77° 51' 34" West 461.75 feet to the point of beginning; containing 1.664 acres, more or less.

has been executed and delivered to H. Van Reyper, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

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2. The County shall:

a) Limit the perpetual right of ingress to and egress from property of Grantors exclusively to the hereinabove described 1.644 acre parcel of land.

b) Pay Grantor for the Grant of Easement hereinabove described, the total sum of Five Thousand Dollars (\$5,000.00).

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IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Richard Ricci
Richard Ricci

Marie Bartoli
Marie Bartoli

Irene Lenci
Irene Lenci

Laura Ricci
Laura Ricci Grantors

Recommended for approval,

By William J. [Signature]
Director of Public Works

COUNTY OF YOLO

Wm. E. [Signature]
Chairman of the Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

Approved to this form

Date 7-2-65

Louis [Signature]
[Signature]
[Signature]

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STATE OF CALIFORNIA,

County of Marin

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On this 14th day of June

in the year one thousand nine hundred and forty-four
before me, Marie S. Searles, a Notary Public,
State of California, duly commissioned and sworn, personally appeared
John Kane

known to me to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the County of Marin the day and year in this
certificate first above written.

Marie S. Searles

Notary Public, State of California.

Notary Form No. 32—Acknowledgment—General.
No. 11897

64236 PRINTED 4-12-63

My Commission Expires May 7, 1966

Yuba, California

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January 27, 1965

AGREEMENT NO. 65-106

PAUL W. JENNISON and

WILLIE D. GREGORY, his wife
Grantors

FILED

JUL - 6 1965

RIGHT OF WAY CONTRACT - DRAINAGE EASEMENT

LAURENCE P. HENIGAN, Clerk

By John E. Fisher
Deputy

Document No. 65-18 in the form of an Easement covering the following described property:

All that portion of Section 13, Township 8 North, Range 2 East, N. D. B. & M., described as follows:

Beginning at a point located on the southwesterly boundary of that certain Record of Survey entitled "Section 13- N. W. 1/4 T.8 N.- R. 2 E.- M. D. B. & M., W. A. Snider", Recorded in the office of the Recorder of Yolo County in Book 7 of Surveys, page 65, from which the most southerly corner thereof bears South 82° 40' 49" East 12.61 feet; thence from said point of beginning along the southwesterly boundary of said "Snider" Record of Survey North 82° 40' 49" West 567.15 feet to the southwest corner of said "Snider" Record of Survey, said point being located on the east line of County Road 103; thence along the east line of said County Road 103 North 00° 43' 31" East 15.10 feet; thence parallel to and fifteen (15.00) feet northerly, measured at right angles, from the southerly boundary of said "Snider" Record of Survey South 82° 40' 49" East 582.13 feet; thence South 43° 46' 08" West 20.01 feet to the point of beginning.

TOGETHER WITH a temporary working right of way fifty-five (55.00) feet in width, measured at right angles, the southwesterly line of which is identical with the northeasterly line of the hereinabove described easement. Said temporary working right of way shall expire upon the date that the work is accepted for maintenance by the County of Yolo.

has been executed and delivered to H. Van Reyper, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

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2. The County shall:

*Make payment in the amount of
\$548⁰⁰ for pipeline easement.*

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IN WITNESS WHEREOF, the parties have executed this agreement the day and year
first above written.

Paul W. Gregory
Paul W. Gregory Grantor

Lucille D. Gregory
Lucille D. Gregory Grantor

Recommended for Approval,

By *H. W. Ryan*
Director of Public Works

COUNTY OF YOLO

W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

Approved as to Form

Don L. Ford
County Auditor
of Yolo County

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FILED

AGREEMENT

JAN - 5 1966 FOR ALLOCATION OF STATE AID TO COUNTIES FOR COUNTY SERVICE OFFICER

No. 53

LAURENCE P. HENIGAN, Clerk

By PAUL E. LUCAS THIS AGREEMENT, made and entered into this first day of July, 1965

2 at Sacramento, County of Sacramento, State of California, by and between State
3 of California, through its duly elected or appointed, qualified and acting
4 DIRECTOR, DEPARTMENT OF VETERANS AFFAIRS, hereinafter called the State, and
5 THE COUNTY OF YOLO, hereinafter called the Contractor.

WITNESSETH:

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7 WHEREAS, the Contractor has filed an application for financial aid
8 for County Service Officer operational costs, under the provisions of Chapter
9 1493, Statutes of 1945 as amended (Sections 971-972, Military and Veterans
10 Code); and

11 WHEREAS, it is understood that the County Service Officer is to
12 assist every veteran of any war of the United States and the dependents of
13 every such deceased veteran in presenting and pursuing such claim as the
14 veteran may have against the United States arising out of war service, and
15 establishing the veteran's right to any privilege, preference, care, or
16 compensation provided for by the laws of the United States or of this State,
17 and that such service officer shall grant the veteran or his dependent complete
18 freedom in selecting the accredited agency or national organization to
19 represent him before the Veterans Administration, and that such service officer
20 shall not directly or indirectly charge or receive from the veteran or his
21 dependent any compensation or thing of value for such services except such
22 salary and expenses as provided by the Contractor; and

23 WHEREAS, the State has reviewed said application and authorized
24 the execution of this agreement;

25 It is agreed as follows:

26 THE CONTRACTOR AGREES:

27 To hire and pay the salaries of the County Service Officer and such
28 additional employees, if any, as it may deem necessary to perform the duties
29 designated in Section 971 of the Military and Veterans Code, and to purchase
30 and pay for materials, supplies, and services as required for such County
31 Service Officer's activities of the Contractor for the period July 1, 1965, to

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agreed 65-107

1 and including June 30, 1966, substantially as outlined in the Contractor's
2 application.

3 That this agreement may be terminated by either party on thirty days
4 written notice addressed to the other.

5 That in the event of any disagreement as to whether items of
6 expenditures are reimbursable under this agreement, the decision of the State
7 thereon shall be final. Micro Fiched

8 To submit claims certified by the County Auditor to the State, not
9 later than the last day of the month following each calendar quarter, for
10 reimbursement for expenditures incurred under this agreement.

11 To conform to rules, regulations, and standards fixed by the State
12 pursuant to Sections 971 and 972 of the Military and Veterans Code. That
13 reimbursement by the State shall be contingent on performance by the
14 Contractor of its obligations hereunder.

15 To permit representatives of the State to inspect the performance of
16 services provided for herein and to examine all facilities and records in
17 connection therewith at any reasonable time.

18 THE STATE AGREES TO REIMBURSE THE CONTRACTOR:

19 For expenditures incurred and paid in carrying out its obligations
20 hereunder, with the exception of Capital Outlay expenditures as follows:

21 1. For ninety-five per cent of the salary paid the County Service
22 Officer or seventy-five dollars (\$75) per month toward payment of said salary,
23 whichever is the lesser amount;

24 2. For ninety-five per cent of the expenditures for materials,
25 supplies and service required for such County Service Officer activities
26 during the term of this agreement, or one hundred fifty dollars (\$150) per
27 quarter thereof, whichever is the lesser sum;

28 3. For not less than thirty per cent nor more than eighty per cent of
29 the salary paid one assistant to the County Service Officer. In the event the
30 salary of the assistant equals or exceeds that of the County Service Officer,
31 the reimbursement for the salary of the assistant shall be at the minimum of

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1 thirty per cent.

2 4. For thirty per cent of the salary of additional assistants to the
3 County Service Officer;

4 Salaries shall include the amount, if any, contributed by the
5 Contractor to the above assistants' retirement. In the event such assistants'
6 duties are not solely restricted to county service officer activities,
7 salaries as used above shall mean a pro rata of the salaries and retirement
8 contributions, for such assistants, attributable to performance of county
9 service officer functions as described in this agreement. Micro Fiched

10 5. In no event shall the total amount of State funds expended on
11 any county service office exceed thirty-five thousand dollars (\$35,000).

12 Provided, however, that the total amount of reimbursement under
13 this agreement shall not exceed the sum of Six Thousand Twenty and 68/100.
14 dollars (\$ 6,020.68);

15 The Contractor agrees to indemnify and save harmless the State, its
16 officers, agents and employees from any and all claims and losses accruing or
17 resulting to any and all contractors, subcontractors, materialmen, laborers and
18 any other person, firm or corporation furnishing or supplying work, services,
19 materials or supplies in connection with the performance of this contract, and
20 from any and all claims and losses accruing or resulting to any person, firm or
21 corporation who may be injured or damaged by the Contractor in the performance
22 of this contract. The Contractor shall provide necessary workman's
23 compensation insurance at Contractor's own cost and expense.

24 In the event this agreement is terminated for any reason, no
25 expenditures incurred by the Contractor for the period subsequent to the date
26 of termination shall be used as a basis for reimbursement hereunder. Such
27 reimbursement will be made upon receipt of an itemized list of the expenditures
28 made. Said itemized list shall include the date, name of each vendor,
29 contractor or employee to whom payments have been made, dates of employment,
30 titles, the amount paid to each such person, and a description of the materials
31 supplied and services rendered. Said invoices shall be approved by the County

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1 Service Officer, and shall be accompanied with a sworn statement by the Auditor
2 of the Contractor to the effect that all such expenditures have been paid.

3 It is further agreed that this agreement may be amended by mutual
4 consent of the parties hereto. Micro 11-10-64

5 All notices herein provided to be given, or which may be given, by
6 either party to the other, shall be deemed to have been fully given when made
7 in writing and deposited in the United States mail, registered and postage
8 paid, and addressed as follows: Department of Veterans Affairs, P. O. Box 1559,
9 Sacramento, California, 95807; and to the Contractor, c/o Board of Supervisors
10 at the County Courthouse of the Contractor at its County Seat. The address to
11 which the notices shall or may be mailed to either party may be changed by
12 written notice given by such party to the other, as hereinbefore provided; but
13 nothing herein contained shall preclude the giving of any such notice by
14 personal service.

15 This agreement is not assignable in whole or in part.

16 IN WITNESS WHEREOF the parties have hereunto set their hand the day
17 and year first written above.

18
19 COUNTY OF YOLO

DEPARTMENT OF VETERANS AFFAIRS
DIVISION OF SERVICE AND COORDINATION

20
21 By William E. Duncan
22 WILLIAM E. DUNCAN, Chairman

Director
Signature of Director

23 Title Board of Supervisors

Manager, Service and Coordination

24
25
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31 Micro Fiched

To: _____
Auditor
County Counsel
Veteran Service

Micro Fiched

BOARD OF SUPERVISORS
Yolo County, California

Date: July 6, 1965
Entry No. 21

File:
VETERAN SERVICE OFFICER-
AGREEMENTS-State Aid.

SEE:
RESOLUTION BOOK NO. 2
SEE:
AGREEMENT BOOK NO. 2

RESOLUTION NO. 65-140, AUTHORIZED AND DESIGNATED WM. E. DUNCAN AS THE REPRESENTATIVE OF YOLO COUNTY TO SIGN AND PRESENT AN APPLICATION TO THE DEPARTMENT OF VETERAN AFFAIRS, FOR STATE MONEYS UNDER SECTION 972 OF THE MILITARY AND VETERANS CODE, AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO EXECUTE AN AGREEMENT TO BE DESIGNATED AS AGREEMENT NO. 65-107 WITH THE VETERAN AFFAIRS, WAS PASSED AND ADOPTED, AND THE CHAIRMAN OF THE BOARD OF SUPERVISORS WAS AUTHORIZED TO SIGN SAID RESOLUTION.

Upon motion of Supervisor McDermott, seconded by Supervisor Conner, and duly carried, the above Resolution and Agreement were approved by the following vote:

Ayes: McDermott, Combs, Stephens, Conner, Duncan.

Noes: None.

Absent: None.

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Woodland, California

July 9, 1965

FREDERICK A. BROOKS and MARGARET H. BROOKS, his wife
Grantor

AGREEMENT NO. 65-107-A

FILED

JUL 12 1965

LAURENCE P. HENICAN, Clerk

By *File to File*
Deputy

RIGHT OF WAY CONTRACT - DRAINAGE DITCH

Document No. 65-19 in the form of a Grant Deed, covering the following described property:

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All that portion of Section 8, Township 8 North, Range 3 East, M. D. B. & M., described as follows:

Beginning at a two inch iron pipe fence corner marking the east one-quarter corner of said Section 8, as said fence corner is shown on the Record of Survey entitled "Portion of Sections 4, 5, 8 and 9, Township 8 North, Range 3 East, M. D. B. & M.," recorded in the office of the Recorder of Yolo County in Book 8 of Surveys, Map No. 116; thence from said point of beginning South 02° 33' 48" West 73.46 feet; thence curving to the right on an arc of 1012.48 feet radius, said arc being subtended by a chord bearing South 87° 24' 58" West 115.40 feet; thence North 89° 19' 01" West 758.88 feet; thence North 86° 27' 12" West 100.22 feet; thence North 89° 19' 01" West 1239.00 feet; thence North 89° 26' 55" West 1140.24 feet; thence South 86° 33' 03" West 100.18 feet to a point on the easterly line of Parcel C, as said parcel is shown and so designated on the Record of Survey entitled "Montgomery Property" recorded in the office of said Recorder in Book 8 of Surveys, Page No. 59; thence along the easterly line of said Parcel C, North 01° 29' 22" East 82.00 feet to a one and one-eighth inch iron bar marking the northeast corner of said Parcel C; thence South 89° 26' 55" East 1239.01 feet to a one and one-half inch iron pipe monument tagged "L.C. 2651" marking the southwest corner of the Record of Survey entitled "Portion of Sections 4, 5, 8 and 9, Township 8 North, Range 3 East, M. D. B. & M.," recorded in the office of said Recorder in Book 8 of Surveys, Map No. 116; thence along the southerly boundary of said Record of Survey, South 89° 19' 01" East 2265.60 feet to the point of beginning; containing 6.141 acres, more or less.

and Document No. 65-19A in the form of a Grant of Easement, covering the following described property:

All that portion of Parcel C, as said parcel is shown and so designated on that certain Record of Survey entitled "Montgomery Property," recorded in the office of the Recorder of Yolo County in Book 8 of Surveys, Page No. 59, being a portion of Section 8, Township 8 North, Range 3 East, M. D. B. & M., described as follows:

Beginning at a one and one-eighth inch iron bar marking the northeast corner of said Parcel C; thence from said point of beginning along the easterly boundary of said Parcel C, South 01° 29' 22" West 40.00 feet; thence North 89° 10' 08" West 1082.99 feet; thence North 89° 17' 18" West 800.47 feet to a point located on the west line of said Section 8; thence along the west line of said Section 8, North 00° 01' 10" East 40.00 feet to a seven-eighths inch iron bar marking the west one-quarter corner of said Section 8, said iron bar also being located on the northerly boundary of said Parcel C; thence along the northerly boundary of said Parcel C, the following two (2) courses and distances: (1) South 89° 17' 18" East 800.50 feet to a two inch iron pipe monument and (2) South 89° 10' 08" East 1083.99 feet to the point of beginning; containing 1.730 acres, more or less.

have been executed and delivered to H. Van Royper, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

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2. The County shall:

a. Provide a forty (40.00) foot wide access road for the exclusive use of Grantors and maintenance personnel of the County of Yolo as per the attached Exhibit "A". Grantors shall have continuing access on, over and across said forty (40.00) foot wide access road until development of adjacent lands provide grantors with an adequate alternate public road access. Termination of the use of said access road by Grantors shall be conditioned upon the following:

(1) alternate public road access shall be dedicated and improved to minimum county standards. Micro Fiched

(2) grantors public road access to Chiles Road shall not be at a greater distance than that now existing, nor located further east than the proposed temporary access road. It must also abut on either the North or West boundary of grantors' property.

(3) grantors and the County of Yolo may by mutual consent agree to substitute another public road access.

b. Construct or cause to be constructed an eighteen (18.00) foot wide compacted roadway, with sixteen (16.00) foot wide gate at northerly entrance, on that parcel of land described in said Exhibit "A". This compacted roadway shall be constructed by the County's Contractor prior to closing Grantors' existing right of way to Chiles Road. Grantors shall have continuing access to their remaining property in order to conduct normal farming operations.

c. Negotiate and compensate the Grantors' Lessee for any damage to crops now existing within the area hereinabove described. The County's Contractor shall be solely responsible for any damage occurring to crops on lands adjacent to the construction project.

d. Install three 15" culverts from Grantors' land to new ditch to take care of surface drainage and irrigation waters.

e. Grantors will not be assessed for Assessment District No. 105 improvements.

f. Permit Grantors to use the adjacent and contiguous portion of the patrol road to be constructed along the south side of the drainage channel, as long as said use is confined to that necessary to conduct normal farming operations on Grantors' land.

g. Pay Grantors for the Grant Deed and Grant of Easement as hereinabove described, the total sum of Fifteen Thousand Eight Hundred Fifty Dollars (\$15,850.00).

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Frederick A. Brooks
Frederick A. Brooks Grantor

Recommended for Approval,

By W. E. Duncan
Director of Public Works

Margaret H. Brooks
Margaret H. Brooks Grantor

COUNTY OF YOLO

Micro Fiched

W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

EXHIBIT "A"

DESCRIPTION OF ACCESS ROAD FROM FRONTAGE
ROAD (CHILES ROAD) TO BROOKS
PROPERTY

All that portion of that certain tract of land designated "Parcel A" on that certain Record of Survey entitled "Portion of Sections 4, 5, 8 and 9, Township 8 North, Range 3 East, M.D.B. & M." recorded in the office of the Recorder of Yolo County in Book 8 of Surveys, Map No. 116, described as follows:

Beginning at the southwest corner of said "Parcel A"; thence from said point of beginning along the westerly boundary of said "Parcel A" North $01^{\circ} 17' 15''$ East 2182.72 feet to the northwest corner of said "Parcel A"; thence along the northerly boundary of said "Parcel A" being the southerly boundary of Chiles Road, North $79^{\circ} 45' 04''$ East 40.82 feet; thence South $01^{\circ} 17' 15''$ West 2190.46 feet to a point located on the southerly boundary of said "Parcel A"; thence along the southerly boundary of said "Parcel A" North $89^{\circ} 19' 01''$ West 40.00 feet to the point of beginning; containing 2.008 acres, more or less.

FILED

JUL 30 1965

AGREEMENT NO. 65-108

LAWRENCE P. HENIGAN, Clerk

By John E. Duncan
Deputy

THIS AGREEMENT, made and entered into this 15th day of July, 1965, by and between the COUNTY OF YOLO, State of California, hereinafter referred to as "County" and Potter-Taylor, Inc., hereinafter referred to as "Owner".

WITNESSETH:

Micro Fiched

WHEREAS, the COUNTY OF YOLO operates and maintains a public water system in the El Macero Area and,

WHEREAS, Owner is desirous of obtaining water service for the development known as the Voyager Inn and,

WHEREAS, said Owner is not presently annexed to the water maintenance district known as El Macero Unit No. 1 Maintenance District.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. County agrees to furnish water to supply said Voyager Inn upon request of owner.

2. Owner shall pay to the County the sum of \$20.00 per month until such time as Owner's property has been annexed to El Macero Unit No. 1 Maintenance District.

3. Owner agrees to make every effort to record map for Subdivision No. 1046 as early as possible and immediately thereafter agrees to be annexed to said El Macero Unit No. 1 Maintenance District.

4. Owner agrees that the terms of this agreement shall terminate upon the area being annexed to said El Macero Unit No. 1 Maintenance District, or not later than October 31, 1965, whichever date occurs first.

COUNTY OF YOLO, STATE OF CALIFORNIA

BY

W. E. Duncan
CHAIRMAN OF THE BOARD

Micro Fiched

Agreement 65-108

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ATTEST:

LAURENCE P. HENIGAN, Clerk

By Ruth E. Lucas
Deputy Clerk

APPROVED AS TO FORM:

LEWIS F. SHEARER,
COUNTY COUNSEL

By Wm. J. Henry

POTTER-TAYLOR INC.

BY Sheldon P. Taylor
BY James W. Taylor

Micro Fiched

Micro Fiched

FILED

JUL 30 1965

LAURENCE P. MENIGAN, Clerk

By...

John E. Lucas
Deputy

AGREEMENT NO. 65-109

THIS AGREEMENT, made and entered into this 15th day of July, 1965, by and between the COUNTY OF YOLO, State of California, hereinafter referred to as "County" and Potter-Taylor Inc. hereinafter referred to as "Owner".

WITNESSETH:

Micro Fiched

WHEREAS, the COUNTY OF YOLO operates and maintains a sanitary sewer system in the El Macero Area and,

WHEREAS, Owner is desirous of obtaining sewer service for the development known as the Voyager Inn and,

WHEREAS, said Owner is not presently annexed to the sewer maintenance district known as El Macero Sewer Maintenance District.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. County agrees to allow Voyager Inn to hook up to Sanitary Sewer System upon request of Owner.

2. Owner shall pay to the County the sum of \$10.00 per month until such time as Owner's property has been annexed to El Macero Sewer Maintenance District.

3. Owner agrees to make every effort to record map for Subdivision No. 1046 as early as possible and immediately thereafter agrees to be annexed to said El Macero Sewer Maintenance District.

4. Owner agrees to pay to the County the sewer hook-up fees of \$500.00 per gross acre, as provided by ordinance, upon billing by County.

5. Owner agrees that the terms of this agreement shall terminate upon the area being annexed to said El Macero Sewer Maintenance District, or not later than October 31, 1965, whichever date occurs first.

Micro Fiched

agreed 65-109

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COUNTY OF YOLO, STATE OF CALIFORNIA
BY W. E. Williams
CHAIRMAN OF THE BOARD

ATTEST:

LAURENCE P. HENIGAN, Clerk

Micro Fiched

By John E. Lucas, Deputy

APPROVED AS TO FORM:

POTTER-TAYLOR INC.

By Lewis F. Shearer,
County Counsel
At Almond R. Henry

BY William E. Potter
BY James W. Taylor

Micro Fiched

7
FILED

JUL 19 1965

AGREEMENT NO. 65-110

LAURENCE P. HENIGAN, Clerk

By Pat E. Jones

Deputy
June

THIS AGREEMENT, made and entered into this 28th day of June, 1965, by and between the County of Yolo, a political subdivision of the State of California, and the City of Davis, a municipal corporation of the State of California.

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W I T N E S S E T H:

WHEREAS, the parties hereto desire to prepare a drainage work plan under the provisions of Public Law 566, The Watershed Protection and Flood Prevention Act, as amended, and

WHEREAS, the parties hereto desire to complete said work plan at the earliest possible date in order to qualify for financial assistance under Public Law #566 to construct watershed protection and flood control facilities of need and benefit to both parties, and

WHEREAS, the County of Yolo has begun preparation of said plan and is prepared to complete the plan at the earliest possible date by employment of the necessary engineering personnel.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, IT IS AGREED as follows:

1. The County of Yolo shall prepare the work plan in a manner consistent with the requirements of Public Law #566 and in general conformity to the feasibility study and will complete said plan at the earliest practicable date, and in any event not later than twenty-four (24) months from date hereof.

2. The City of Davis shall share in the cost of the work plan preparation to the extent of 30% of the direct labor and material cost but not to exceed a total cost to the City of Davis of \$30,000. Payment shall be made for work completed in fiscal year 1964-65 and

Micro Fiched

Agree. No. 65-110

succeeding years upon presentation by County to City each six (6) months of a statement setting forth the work completed and a summary of the direct costs incurred therefor. Payment by the City shall be made within forty-five (45) days of receipt of the aforementioned statement for its share of work meeting the requirements of this agreement.

Micro Fiched

IT WITNESS WHEREOF, the said County of Yolo has hereunto subscribed its name by the Chairman of the Board of Supervisors, and attested by the County Clerk, the City of Davis has hereunto subscribed its name by its Mayor, and attested by the City Clerk, both of which signatures have been authorized by Resolution of the Board of Supervisors of the County of Yolo and of the City Council of the City of Davis.

COUNTY OF YOLO, a political subdivision
of the State of California

Attest:

By

W. E. Henigan
Chairman, Board of Supervisors

LAURENCE P. HENIGAN,
County Clerk

By

Pete E. Lucas
Deputy

CITY OF DAVIS, a municipal corporation

Attest:

By

Edmund Ham
Mayor, City of Davis

C. W. Bink
City Clerk

Approved as to Form

Micro Fiched

Dated 7-19-65

Levin S. Moore
County Counsel
of Yolo County

FILED

AGREEMENT NO. 65-111

JUL 21 1965

LAURENCE P. HENIGAN, Clerk

By *Deirdre C. Carter*
Deputy

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 20th day
of July, 19 65, by and between Micro Fiched
A. Teichert and Son, Inc.

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and per-
formed by the said County, and under the conditions expres-
sed in the two bonds, bearing even date with this contract,
and hereunto attached, the said Contractor agrees with said
County at his own proper cost and expense, to do all the
work and furnish all the materials, except such as are
mentioned in the specifications and plans to be furnished
by said County necessary to construct and complete in a
good workmanlike and substantial manner and to the satisfaction
of the Department of Public Works, of the County of Yolo,

County Road 30-B extension West of County Road

102 to County Road 31 in the vicinity of Davis

(Description and Location of Project)

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

Micro Fiched

Agreed No. 65-111

The work to be done is shown upon a set of plans
entitled County of Yolo, Department of Public Works,
Co. Rd. 30-B Extension, Vicinity of Davis, Yolo County, California

(Plan Index No. P492.70-P492.77)

(WO #4165)

Micro Fiched

Approved 6/11/65 (date), by the Director of Public
Works, which said set of plans is hereby made a part of this
contract.

ARTICLE II - And the said Contractor agrees to receive and
accept the prices as set forth in the accepted proposal as
full compensation for furnishing all materials and for
doing all the work contemplated and embraced in this
agreement; also for all loss or damage arising out of the
nature of the work aforesaid, or from the action of the
elements, or from any unforeseen difficulties or obstruc-
tions which may arise or be encountered in the prosecution of
the work until its acceptance by the County of Yolo, and for
all risks of every description connected with the work; also
for all expenses incurred by or in consequence of the suspen-
sion or discontinuance of work and for well and faithfully
completing the work, and the whole thereof, in the manner
and according to the plans and specifications, and the
requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for
commencement of said work to be within fifteen (15) days
next after the date of this Contract and for its completion
to be within Fifty (50) working days next after
the actual date of commencement; and further promises and
agrees with the said Contractor to employ, and does hereby
employ, the said Contractor to provide the materials and to
do the work according to the terms and conditions herein
contained and referred to, for the prices aforesaid, and
hereby contracts to pay the same at the time, in the manner
and upon the conditions above set forth; and the County and
the Contractor for themselves, their heirs, executors,
administrators, successors and assigns, do hereby agree to
the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County
and the Contractor that the time of service of any laborer,
workman or mechanic employed upon any part of the foregoing
work shall be limited and restricted to eight (8) hours
during any one calendar day, and neither said party nor any

Micro Fiched

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

Micro Fiched

ARTICLE VI - It is further stipulated and agreed by and between the County and the Contractor hereto that no alien shall be employed upon any part of the foregoing work, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except to work upon public, military or naval defenses or work in time of war. For any breach of any of the stipulations contained in the above paragraphs relative to hours of labor, rates of wages and employment of aliens, the Contractor shall forfeit to the said Board of Supervisors of the County of Yolo, to be retained by said County out of monies payable to said party under the terms of this Contract, a penalty in the sum of Ten (10) Dollars per day for each laborer, workman or mechanic employed in the execution of said Contract, by said Contractor, or any subcontractor under it for each calendar day during which any such laborer, workman or mechanic is required and/or permitted to labor more than eight (8) hours in violation of and/or is paid a rate of wages in violation of the provisions of said paragraphs and the stipulations of this Contract.

ARTICLE VII - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

Laurence P. Henigan
(County Counsel)

COUNTY OF YOLO

By

A. T. Tschert & Son, Inc.
Chairman of the Board of Supervisors

Micro Fiched

ATTEST:

Laurence P. Henigan, Clerk

By

Robert C. Collet

By Deirdre C. Collet, Deputy

ROBERT C. COLLET
DISTRICT MANAGER

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

COOPERATIVE AGREEMENT

RESOURCE DEVELOPMENT AND
CONSERVATION PROJECTS

YOLO COUNTY
AGREEMENT NO. 65-112

FOR OFFICE USE ONLY

Expires	EXTENDED TO
Project Number(s)	
C5-R-93	
Project Name(s)	
County Road 40 & BLM 5703	

1. I. (We) County of Yolo

of Woodland, California

of

of

and

of

FILED

AUG - 9 1965

LAURENCE P. HENIGAN, Clerk
By TRINIDAD CORBETT, Deputy

hereinafter called cooperator(s) and the United States of America, by the Bureau of Land Management, hereinafter called the Bureau, for and in consideration of the mutual benefits hereunder, and in accordance with the Taylor Grazing Act (43 U.S.C. 315, 315a-r), as amended, and the National Soil Conservation Act (16 U.S.C. 590a-q(1)), as amended, do enter into this cooperative agreement for the construction and/or maintenance of range improvements, installation of conservation works or establishment of conservation practices, hereinafter referred to collectively as improvements, for the benefit of the Federal Range or other public lands and of the cooperator(s).

2. The improvements known as the County Road 40 and Bureau of Land Management Road Number 5703

☐ will be ☐ are located upon:

R. 5 W. M.D.M.
County of Yolo

1/4 Sec(s) 23, 24, 25, 26

State of California

T. 12 N.
Meridian,

3. IT IS MUTUALLY AGREED:

(a) The parties hereto will furnish labor, materials, and equipment as required, the total cost or value not to exceed the amount listed below for each of the parties respectively for the initial construction and/or installation of the improvements indicated in paragraph 2.

NAME(S) OF COOPERATOR(S)	ITEMS	TOTAL COST OR VALUE
County of Yolo	Monetary Contribution	\$ 3,556.00
BUREAU OF LAND MANAGEMENT	Work Supervision	200.00
AGGREGATE COST		\$ 3,756.00

Agree. No. 65-112

(b) Upon notice, either orally or in writing from the authorized officer of the Bureau, cooperator(s) will promptly supply labor, materials, and equipment as specified in paragraph 3(a) as required. Contributed materials in excess of the amount required shall be returned to the contributor. Equipment contributed shall also be returned promptly following completion of the work. Work will be conducted under the supervision and direction of the authorized officer and shall be pursued with diligence until completed.

4(a) The cooperator(s) shall be liable, jointly and severally, for the repair and maintenance of the said improvements following completion, in good and serviceable condition. The cooperator(s), without further notice from the authorized officer, shall do such repair work as may be necessary from time to time, promptly and in a workmanlike manner. If such work is not performed as necessary, the authorized officer shall allow cooperator(s) not less than thirty (30) days from written notice within which to complete the same, as required.

(b) In the event the cooperator(s) shall default, after due notice, in the repair and maintenance of the said improvements following completion, the authorized officer may do or cause such work to be done for and in behalf of the cooperator(s), and the necessary cost and expense thereof or proportionate share as determined by the authorized officer, shall become a charge and obligation upon and shall be paid by the cooperator(s). It is further understood in case of default hereunder, that any permit, license, or lease, or renewal thereof issued to the cooperator(s) and administered by the authorized officer of the Bureau, and in connection with which these improvements are constructed, shall not be renewed or extended or any assignment thereof shall not be approved; and that such default may result in cancellation of the permit or license as provided in the Federal Range Code for Grazing Districts, 1962 Rev. (43 CFR 4115.2-1(d) and 4115.2-5(a)(6)) as amended, or in the cancellation of the lease, unless and until all charges and costs owed by the cooperator(s) hereunder shall have been paid; provided that the Bureau may pursue such other remedies, legal or administrative, as may be authorized.

(c) Repair and maintenance, as herein required, shall mean normal upkeep and maintenance necessary to preserve, protect, and prolong the useful life of the improvements, but shall not include major repairs where the damage is due to floods, earthquakes, or other acts of God, or fire not the proximate result of fault or negligence of the cooperator(s) as determined by the authorized officer.

6. IT IS FURTHER AGREED

(a) Title to the said improvements in place, together with all labor and materials furnished by either party

and used in the construction and maintenance thereof, shall be in the United States of America. The improvements may be removed, in whole or in part, during the term of this agreement or any extension thereof, by mutual consent of the parties or by direction of the authorized officer; such removal shall be made by the cooperator(s), or by the Bureau at its option. Upon removal of the improvements, any salvageable materials, after deducting an amount to compensate for the actual cost or removal, shall be available for distribution to the parties then subject to this agreement in proportion to the actual amount of their respective contributions to the initial construction of the improvements, as determined by the project records of the Bureau. The parties shall take possession and remove their portion of the salvaged materials within 90 days after first notification in writing that such material is available; upon their failure to do so within the time allowed, the materials shall be deemed to have been abandoned and title thereto shall thereupon vest in the United States.

(b) During the course of salvaging the material, the United States assumes no responsibility for the protection of preservation of said material.

6(a) If the cooperator(s) shall assign or transfer his interest in any grazing permit, license, or lease embracing the lands upon which the improvements are constructed or in connection with which they are used, the cooperator(s) may include in such assignment or transfer his interest in this Cooperative Agreement, including his right to the use of the improvements (Section 1) and to his proportionate share of the salvageable material (Section 5(a)). Before the assignee or transferee will be recognized as successor to the cooperator(s)'s interest hereunder, such assignee or transferee will be required by the authorized officer to accept an assignment of this agreement and agree to be bound by the provisions respecting the use and maintenance of the improvements.

(b) Should the land upon which the improvements are constructed be included in application for classification and disposal under Sections 7 and 14 of the Taylor Grazing Act, or other public land laws, the authorized officer agrees not to allow such application if allowance of the application or disposal is discretionary upon the authorized officer until the applicant has agreed in writing to compensate the cooperator(s) for his loss of the improvements in an amount mutually agreed upon and payable separately to the Bureau and to the cooperator(s); or, if the parties are unable to agree, the District Manager will determine the present reasonable value of the improvements in accordance with 43 CFR 4115.2-5(a)(6) or 4122.3-5(a), whichever is applicable and determine the amounts payable to the Bureau and to the cooperator(s) which shall be in proportion to the actual amount of their respective

contributions to the initial construction of the improvement; or the Bureau, at its option, may require the removal of such improvements under the provisions of Section 5(a) of this agreement.

7. The cooperator(s) use of the improvements will be in conformity with the General Rules of the Range specified in the Federal Range Code for Grazing Districts (43 CFR 4110) if the improvements are in a grazing district, or to the special stipulations, if any, included in the grazing lease covering such area, if outside a grazing district, and to the Management Plan, if any, for the area in which the lands serviced by these improvements are located, to the extent such rules, stipulations, and plans are applicable for the conservation, protection, and proper utilization of the improvements constructed hereunder.

8. This agreement shall not accord to cooperator(s) any preference, privilege, or consideration with respect to any permit, license, or lease not expressly provided herein or in the rules and regulations governing such permit, license, or lease.

12. Special conditions

1. These funds will be distributed as follows:

A. 160 tractor hours @ \$12.50/hr.	= \$2,000.00
B. Culverts: 1. 3' x 25' x 3	= 750.00
2. 5' x 30' x 1	= 805.00
	<u>\$3,555.00</u>

2. The Contract work will be to the satisfaction of the BLM officer in charge.

3. Maintenance of this project is the responsibility of the County of Yolo.

4. The County of Yolo holds the BLM harmless from all suits and damages arising from the reconstruction of this road.

COOPERATOR(S):
County of Yolo

THE UNITED STATES OF AMERICA

W. E. Duncan 7-26-65
(Signature) (Date)
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

(Signature) (Date)

(Signature) (Date)

(Signature) (Date)

(Signature) (Date)

9. Items 2 and 3 of this agreement may be modified or cancelled by written agreement of the parties, which agreement shall become a part hereof. Items 4 to 9 inclusive may also be amended but first must be approved by the State Director.

Micro Fiched

10. This contract is subject to the provisions of Executive Order No. 10925 of March 6, 1961, as amended, which sets forth the nondiscrimination clauses. A copy of which may be obtained from the signing officer.

11. This agreement shall remain in full force and effect until August 31, 1965, unless (1) sooner terminated by mutual written consent of the parties, or (2) is terminated by the authorized officer after due notice in writing because of cooperator(s)'s default or violation of any of the terms or provision of this agreement, or (3) in accordance with Section 5 or 6 of this agreement.

State of California

District Utah

By

John F. Long
(Signature)

District Manager
(Title)

8-5-65
(Date)

Micro Fiched

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FILED

AUG 27 1965

AGREEMENT NO. 65 - 113

LAURENCE P. HENIGAN, Clerk

By PETE E. LUCAS
Deputy

1 THIS AGREEMENT, made and entered into this 26th day of July,
2 1965, by and between the Department of California Highway Patrol,
3 State of California, hereinafter called "State", and the County
4 of Yolo, a political subdivision and one of the counties of the
5 State of California, hereinafter referred to as "County".

6 WITNESSETH:

Micro Fiched

7 WHEREAS, the State and the County have entered into an
8 Agreement No. 65-56 dated June 14, 1965, and

9 WHEREAS, said agreement provides for the establishment of
10 Crossing Guard Protection by the State, the costs of which are to
11 be reimbursed by the County, and

12 WHEREAS, said agreement requested said services to be pro-
13 vided at three locations as set forth in an attached Exhibit "A",
14 and

15 WHEREAS, the Board of Supervisors are desirous of establish-
16 ing an additional regular Crossing Guard at the Grafton School in
17 Knights Landing.

18 NOW, THEREFORE, in consideration of the foregoing, the
19 parties do hereby agree as follows:

- 20 1. Agreement No. 65-56, dated June 14, 1965, is hereby
21 amended as follows:

22 State shall provide the service of four regular
23 Crossing Guards and a sufficient number of extra
24 guards to provide relief during the absence of
25 regular guards at times designated by the County
26 and at locations as set forth in the revised
27 Exhibit "A", attached hereto.

- 28 2. All other conditions of said Agreement No. 65-56 shall
29 remain the same.

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COUNTY OF YOLO
By W. E. Duncan
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

By W. E. Duncan, Deputy
(Seal)

Micro Fiched

STATE OF CALIFORNIA, DEPARTMENT OF
CALIFORNIA HIGHWAY PATROL

By W. E. Duncan

APPROVED AS TO FORM:

By Lewis F. Shearer
Lewis F. Shearer,
County Counsel

SEARCHED	INDEXED	SERIALIZED	FILED
Department of General Services			
APPROVED			
AUG 20 1965			
BY <u>W. E. Thrascher</u>			
Senior Counsel			

Micro Fiched

EXHIBIT "A"
Revised 7-26-65

1. State shall provide the services of four (4) crossing
guards at the following locations: Micro Fiched

1. West Acres Elementary School - West Capitol Avenue
(formerly Highway 40) and West Acres Road.

2. Westmore Oaks Elementary School - 16th and Park
Boulevard (State Route 99).

3. Arlington Oaks School - Jefferson Boulevard and Devon
Avenue - West Sacramento.

4. Grafton Elementary School - State Highway 113 at 6th
Street in the Town of Knights Landing.

Micro Fiched

FILED

SEP-1 1965

LAURENCE P. HENIGAN, Clerk
By Edith E. Lucas
Deputy

AGREEMENT NO. 65-114

03-Yol-5 PM 6.0/7.1

SUPPLEMENTAL FREEWAY AGREEMENT

Micro Fiches

THIS AGREEMENT made and entered into, in duplicate, this 26th day of July, 1965, by and between the State of California, acting by and through the Department of Public Works, Division of Highways, hereinafter for convenience referred to as "State", and the County of Yolo, hereinafter for convenience referred to as "County", witnesseth:

WHEREAS, the State and County have heretofore entered into a Freeway Agreement dated September 4, 1962, relating to that certain portion of State Highway Route 5 in the County of Yolo, between the Sacramento River and Route 113 near Woodland; and

WHEREAS, the plan of construction as shown on Exhibit "A" attached to said agreement has been altered in certain respects since the date of execution of said agreement; and

WHEREAS, a new plan map has been prepared showing the altered plan of construction;

NOW, THEREFORE, IT IS AGREED:

1. That the plan map attached hereto, marked Revised Exhibit "A", shall be substituted for Exhibit "A" attached to the Freeway Agreement dated September 4, 1962, and become a part of said agreement for all purposes;

2. That except for the substitution of the revised plan map, said Freeway Agreement dated September 4, 1962, shall remain in full force and effect, unmodified by any provision of this Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day above first written.

APPROVED:

Edith E. Lucas
State Highway Engineer

STATE OF CALIFORNIA
Department of Public Works

JOHN ERRECA
Director of Public Works

Micro Fiches

By J. J. Bagshaw
Assistant Director
THE COUNTY OF YOLO
A body politic

AUG 23 1965

APPROVED AS TO FORM:

T. A. Carroll
Recorder (State)

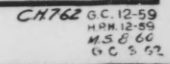
By Wm. E. Lincoln
Chairman, Board of Supervisors

APPROVED AS TO FORM: July 28, 1965

County Counsel of Yolo County

Agree. No. 65-114

Micro Etched



10104
AGREEMENT NO. 65-115
CONSENT TO

EASEMENT AGREEMENT

DOCUMENT #65-19B

THIS AGREEMENT made and entered into this 26th day of July
1965, by and between the COUNTY OF YOLO, a political subdivision of the State of
California, hereinafter referred to as the "First Party", and PETE KONITZER, hereinafter
referred to as "Second Party".

WITNESSETH:

Micro Fiched

The Second Party hereby consents to the grant of temporary easement by the owners
of record of the real property hereinafter described to the First Party for construction of
a drainage ditch on, over, under and across that certain real property in the County of
~~Sacramento~~, State of California, described as follows:
Yolo

All that portion of Section 8, Township 8 North, Range 3 East,
M. D. B. & M., described as follows:

Beginning at a two inch iron pipe fence corner marking the east
one-quarter corner of said Section 8, as said fence corner is shown
on the Record of Survey entitled "Portion of Sections 4, 5, 8 and 9,
Township 8 North, Range 3 East, M.D.B. & M.," recorded in the office
of the Recorder of Yolo County in Book 8 of Surveys, Map No. 116;
thence from said point of beginning South 02° 33' 48" West 73.46 feet;
thence curving to the right on an arc of 1012.48 feet radius, said arc
being subtended by a chord bearing South 87° 24' 58" West 115.40 feet;
thence North 89° 19' 01" West 758.88 feet; thence North 86° 27' 12"
West 100.22 feet; thence North 89° 19' 01" West 1289.00 feet; thence
North 89° 26' 55" West 1140.24 feet; thence South 87° 33' 03" West
100.18 feet to a point on the easterly line of Parcel C, as said
parcel as shown and so designated on the Record of Survey entitled
"Montgomery Property" recorded in the office of said Recorder in Book
8 of Surveys, Page No. 59; thence along the easterly line of said
Parcel C, North 01° 29' 22" East 82.00 feet to a one and one-eighth
inch iron bar marking the northeast corner of said Parcel C; thence
South 89° 26' 55" East 1239.01 feet to a one and one-half inch iron
pipe monument tagged "L.S. 2651" marking the southwest corner of the
Record of Survey entitled "Portion of Sections 4, 5, 8 and 9, Township
8 North, Range 3 East, M. D. B. & M.," recorded in the office of said
Recorder in Book 8 of Surveys, Map No. 116; thence along the southerly
boundary of said Record of Survey, South 89° 19' 01" East 2265.60 feet
to the point of beginning; containing 6.141 acres, more or less.

In consideration of which, and the other considerations hereinafter set forth,
it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance
of this agreement constitutes the entire consideration for said document and shall relieve
the County of all further obligation of claims on this account, or on account of the location,
grade or construction of the proposed public improvement.

RECORDED DOCUMENT
FILED

AUG 16 1965

LAURENCE P. DENISON, CLERK
By PETE F. LUCAS, Deputy

Book 8 of 4
Page 444

2. The County shall:

a.) Compensate "Second Party" for crop loss within the hereinabove described real property and for relocation of irrigation facilities the total sum of five hundred dollars (\$500.00).

Micro Fiched

3. The County's Contractor shall be solely responsible for any damage occurring to crops on lands adjacent to the hereinabove described easement.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

GRANTORS

Pete Konitzer
Pete Konitzer

Recommended For Approval,

By H. Van Keyser
Director of Public Works

COUNTY OF YOLO

W. E. Duncan
Chairman of the Board of Supervisors,
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

Approved as to Form

Dated August 2, 1965

Charles F. Shaver

County Counsel

of Yolo County

By [Signature]

Micro Fiched

Davis, California

AGREEMENT NO. 65-116

July 15, 1965

FILED

WEST DAVIS DEVELOPMENT COMPANY, a limited partnership
Grantor

AUG - 6 1965

RIGHT OF WAY CONTRACT - DRAINAGE EASEMENT

LAURENCE P. HENIGAN, Clerk
By DETE R. LUCAS
Deputy

Document No. 65-24 in the form of an Easement covering the following described property:

Micro Fiched

PARCEL NO. 1:

All that portion of Lot 7, as said lot is shown on the official plat of Subdivision No. 1034, Macero Del Norte Unit One, recorded in the office of the Recorder of Yolo County in Map Book 6, page 52, described as follows:

Beginning at the most northerly corner of said Lot 7; thence from said point of beginning along the northeasterly boundary of said Lot 7, South 38° 27' 40" East 10.00 feet; thence South 51° 32' 20" West 289.50 feet to a point located on the westerly boundary of said Lot 7; thence along the boundary of said Lot 7, the following two (2) courses and distances: (1) curving to the right on an arc of 35.00 feet radius, said arc being subtended by a chord bearing North 29° 19' 50" East 26.46 feet and (2) North 51° 32' 20" East 265.00 feet to the point of beginning.

TOGETHER WITH a temporary working easement, on, over and across all that portion of said Lot 7, described as follows:

Beginning at a point located on the northeasterly boundary of said Lot 7, from which the most northerly corner thereof bears North 38° 27' 40" West 10.00 feet; thence from said point of beginning along the northeasterly boundary of said Lot 7, South 38° 27' 40" East 30.00 feet; thence South 51° 32' 20" West 300.00 feet to a point located on the westerly boundary of said Lot 7; thence along the westerly boundary of said Lot 7, the following two (2) courses and distances: (1) North 38° 27' 40" West 5.00 feet and (2) curving to the right on an arc of 35.00 feet radius, said arc being subtended by a chord bearing North 15° 40' 10" West 27.12 feet; thence North 51° 32' 20" East 289.50 feet to the point of beginning.

PARCEL NO. 2:

All that portion of Lot 8, as said lot is shown on the official plat of Subdivision 1034, Macero Del Norte Unit One, recorded in the office of the Recorder of Yolo County in Map Book 6, page 52, described as follows:

Beginning at a point located on the westerly boundary of said Lot 8, from which the southwest corner thereof bears the following two (2) courses and distances: (1) South 07° 50' 50" West 11.87 feet and (2) South 01° 01' 50" West 123.42 feet; thence from said point of beginning along the north-westerly boundary of said Lot 8, the following three (3) courses and distances: (1) northeasterly, curving to the right on an arc of 50.00 feet radius, said arc being subtended by a chord bearing North 33° 06' 05" East 31.63 feet; (2) North 51° 32' 20" East 762.43 feet and (3) curving to the right on an arc of 35.00 feet radius, said arc being subtended by a chord bearing North 73° 44' 50" East 26.46 feet; thence South 51° 32' 20" West 816.94 feet to the point of beginning.

TOGETHER WITH a temporary working easement on, over and across all that portion of said Lot 8, described as follows:

Beginning at the southwest corner of said Lot 8; thence from said point of beginning along the westerly boundary of said Lot 8, the following two (2)

Micro Fiched

Micro Fiched

courses and distances: (1) North 01° 01' 50" East 123.42 feet and (2) curving to the right on an arc of 50.00 feet radius, said arc being subtended by a chord bearing North 07° 50' 50" East 11.87 feet; thence North 51° 32' 20" East 816.94 feet to a point located on the northeasterly boundary of said Lot 8; thence along the northeasterly boundary of said Lot 8, the following two (2) courses and distances: (1) southeasterly, curving to the right on an arc of 35.00 feet radius, said arc being subtended by a chord bearing South 61° 15' 10" East 27.12 feet and (2) South 38° 27' 40" East 5.00 feet; thence South 51° 32' 20" West 821.60 feet; thence South 01° 01' 50" West 115.48 feet; thence North 89° 38' 00" West 25.00 feet to the point of beginning.

has been executed and delivered to H. Van Reyper, Director of Public Works of the County of Yolo. Micro Fiched

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed to as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

2. The County shall:

a. Cease using the temporary working easements hereinabove described upon the date that the drainage line constructed by the County of Yolo is accepted for maintenance by said County.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

WEST DAVIS DEVELOPMENT COMPANY,
a limited partnership

By John B. Simmons

By _____

COUNTY OF YOLO

Recommended for Approval,

By H. Van Reyper

Director of Public Works

W. E. Shinn
Chairman of the Board of Supervisors,
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

Approved as to Form

Micro Fiched

Dated August 2, 1965

W. E. Shinn
County Counsel

of Yolo County

RECORDED
DOCUMENT
FILED

AUG 16 1965

LAURENCE P. HENIGAN, Clerk
FIDELITY & SECURITY

By Deputy

10205

AGREEMENT NO. 65-117
CONSENT TO

EASEMENT AGREEMENT

DOCUMENT #65-20A

THIS AGREEMENT made and entered into this 22 day of July

1965, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as the "First Party", and HEIDRICK FARMS, INC., hereinafter referred to as "Second Party".

WITNESSETH:

Micro Fiches

The Second Party hereby consents to the grant of temporary easement by the owners of record of the real property hereinafter described to the First Party for construction of a Drainage Trunk line on, over, under and across that certain real property in the County of Sacramento, State of California, described as follows:

Yolo

All that portion of that certain 323.396 acre tract of land designated "Net Farmable Land 323.396 Acres" on that certain Survey entitled "Jean Lillard Estate in Sections 11 & 14, T. 8 N., R. 2 E., M. D. B. & M.", recorded in the office of the Recorder of Yolo County in Book 7 of Maps and Surveys at page 2, described as follows:

Beginning at a point located on the easterly boundary of said 323.396 acre tract of land from which the northeast corner of said Section 14, as shown on said Survey, bears South 89° 07' 12" East 25.00 feet; thence from said point of beginning North 00° 51' 30" East 184.00 feet; thence North 89° 08' 30" West 30.00 feet; thence South 00° 51' 30" West 154.00 feet; thence North 89° 07' 12" West 30.08 feet; thence South 00° 43' 31" West 1795.77 feet; thence South 89° 16' 29" East 30.00 feet; thence North 00° 43' 31" East 1765.69 feet; thence South 89° 07' 12" East 30.00 feet to the point of beginning.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement.

The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation of claims on this account, or on account of the location, grade or construction of the proposed public improvement.

2. The County shall:

(a) Compensate "Second Party" for crop loss and relocation of irrigation ditch within the hereinabove described temporary easement, the total sum of four hundred twenty-five dollars (\$425.00).

Micro Fiches

3. The County's Contractor shall be solely responsible for any damage occurring to crops on lands adjacent to the hereinabove described easement.

4. Use of the temporary working easement hereinabove described shall expire December 31, 1965.

Micro Fiched

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

GRANTORS

HEIDRICK FARMS, INC.

By Gene A. Grannis

Recommended For Approval,

By H. Van Dyke

Director of Public Works

COUNTY OF YOLO

W. E. Duncan
Chairman of the Board of Supervisors,
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

Approved as to Form

Dated August 2, 1965

Louis P. Howard

County Counsel

of Yolo County

By [Signature]

Micro Fiched

FILED

AUG - 6 1965

LAURENCE P. HENIGAN, Clerk
Deputy

AGREEMENT NO. 65-118

COUNTY OF YOLO

Department of Public Works

DOCUMENT #65-20

TEMPORARY EASEMENT AND AGREEMENT

Micro Fiched

By THIS AGREEMENT made and entered into this 15th day of JULY, 1965, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as the "First Party", and JOHN LILLARD; MARY HUNT BOYER; CROCKER-CITIZENS NATIONAL BANK, a corporation, Trustee, and MARY HUNT BOYER, Trustee, hereinafter referred to as the "Second Parties".

WITNESSETH:

WHEREAS, Second Parties hereby grant to the "First Party" a temporary Working Easement over, in, upon and across that certain real property hereinafter described, relative to the construction of a drainage pipe line and accomplishing all necessary incidents thereto.

Said real property herein referred to is described as follows:

All that portion of that certain 323.396 acre tract of land designated "Net Farmable Land 323.396 Acres" on that certain Survey entitled "Jean Lillard Estate in Sections 11 & 14, T. 8 N., R. 2 E., M. D. B. & M.", recorded in the office of the Recorder of Yolo County in Book 7 of Maps and Surveys at page 2, described as follows:

Beginning at a point located on the easterly boundary of said 323.396 acre tract of land from which the northeast corner of said Section 14, as shown on said Survey, bears South 89° 07' 12" East 25.00 feet; thence from said point of beginning North 00° 51' 30" East 184.00 feet; thence North 89° 08' 30" West 30.00 feet; thence South 00° 51' 30" West 154.00 feet; thence North 89° 07' 12" West 30.08 feet; thence South 00° 43' 31" West 1795.77 feet; thence South 89° 16' 29" East 30.00 feet; thence North 00° 43' 31" East 1765.69 feet; thence South 89° 07' 12" East 30.00 feet to the point of beginning.

This temporary working easement shall expire upon the date that the drainage line constructed by "First Party" is accepted for maintenance by the County of Yolo.

That as a consideration for the granting of said right of way and easement for the purposes aforesaid, said "First Party" hereby agrees to make and construct the following described improvements on the real property described herein, or upon the property owned by said "Second Parties" contiguous to the said right of way and easement, which improvements have been made necessary by the acquisition and use of right of way and easement. Said improvements, and/or terms and conditions are described as follows:

1. First Party agrees that it will replace or cause to be replaced the area in approximately the condition in which it existed before the work was started.

Micro Fiched

Micro Fiched

That "First Party" (County of Yolo) agrees to indemnify and hold harmless "Second Parties" and each thereof for any costs or expenses that may be occasioned "Second Parties" due to crop losses of the Lessees of "Second Parties" of the above described property; said First Party further agreeing to compensate said Lessees for any crop losses occasioned to said Lessees.

Micro Fiched

IN WITNESS WHEREOF said "First Party" has caused this Agreement to be executed by the Chairman of the Board of Supervisors of Yolo County, and the said "Second Parties" have executed this Agreement the date and year first above written.

Second Parties

Recommended for approval:

John E. Lillard
John Lillard

Mary Hunt Boyer
Mary Hunt Boyer

By A. Van Dyke
Director of Public Works

CROCKER-CITIZENS NATIONAL BANK,
a corporation, Trustee

By [Signature]
VICE PRESIDENT & TRUST OFFICER

By [Signature]
TRUST OFFICER
Mary Hunt Boyer, Trustee
Mary Hunt Boyer, Trustee

County of Yolo

W. E. Duncan
Chairman of the Board of Supervisors
County of Yolo, State of California

Approved as to Form

Dated AUGUST 2, 1965
LEWIS F. SHORR
County Counsel
of Yolo County

[Signature]

Micro Fiched

Woodland, California

AGREEMENT NO. 65-119

July 23, 1965

HERBERT B. MACE, 24/100 interest, C. FRELAND MACE, 24/100 interest, and
ESTATE OF C. BRUCE MACE, deceased, 52/100 interest

Grantors

RIGHT OF WAY CONTRACT - DRAINAGE EASEMENT Micro Fiched

Document No. 65-23 in the form of an Easement covering the following described property:

All that portion of Sections 7 and 18, Township 8 North, Range 3 East, M. D. B. & M., described as follows:

A strip of land fifteen (15.00) feet in width, measured at right angles, the westerly line of which is described as follows:

Beginning at a point located on the easterly right of way line of County Road No. 104, from which a one and one-quarter inch iron pipe monument, marking the northwest corner of El Macero Unit No. 1, the official plat of which is recorded in the office of the Recorder of Yolo County in Book 5 of Maps, pages 89 thru 92, bears North 01° 01' 50" East 640.50 feet; thence from said point of beginning South 01° 01' 50" West 1050.00 feet.

TOGETHER WITH a temporary working easement, on, over and across a strip of land ten (10.00) feet in width, measured at right angles, contiguous to and east of the above described 10.00 foot easement.

has been executed and delivered to H. Van Reyper, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

FILED

AUG-6 1965

LAURENCE P. HENIGAN, Clerk
By Deputy

Micro Fiched

Agreement No. 65-119

2. The County shall:

- a. Not remove shrubbery within the working area without express permission of the owners and engineer.

Micro Fiched

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Herbert B. Mace
Herbert B. Mace

C. Freland Mace
C. Freland Mace

ESTATE OF C. BRUCE MACE

By Herbert B. Mace
Herbert B. Mace, Executor

By C. Freland Mace
C. Freland Mace, Executor

Recommended for Approval,

By H. H. [Signature]
Director of Public Works

COUNTY OF YOLO

W. E. [Signature]
Chairman of the Board of Supervisors,
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED..

Micro Fiched

Approved 21.1965
Louis P. [Signature]
County Counsel
Yolo County
By [Signature]

STATE OF CALIFORNIA,

County of Yolo

On this 23rd day of July

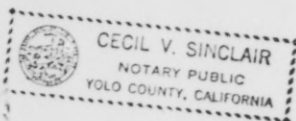
} ss.

in the year one thousand nine hundred and sixty-five

before me, Cecil V. Sinclair, a Notary Public,
State of California, duly commissioned and sworn, personally appeared C. Freland
Mace and Herbert B. Mace, individually and as
Executors of the Estate of C. Bruce Mace, dec'd.
known to me to be the persons whose names are subscribed to the within instrument
and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the County of Yolo the day and year in this
certificate first above written.

Micro Fiched



Cecil V. Sinclair (Cecil V. Sinclair)

Notary Public, State of California.

FILED
AUG-6 1965

LAURENCE P. HENIGAN, Clerk
Deputy

AGREEMENT NO. 65-120

COUNTY OF YOLO

DEPARTMENT OF PUBLIC WORKS

DOCUMENT #65-21

TEMPORARY EASEMENT AND AGREEMENT

Micro Fiched

By _____ THIS AGREEMENT made and entered into this 12th day of July, 1965,
by and between the COUNTY OF YOLO, a political subdivision of the State of
California, hereinafter referred to as the "First Party", and HIROSHI KIDO and
THELMA H. KIDO, his wife, hereinafter referred to as the "Second Parties".

WITNESSETH

WHEREAS, Second Parties hereby grant to the "First Party" a temporary
Working Easement over, in, upon and across that certain real property here-
inafter described, relative to the construction of a drainage pipe line and
accomplishing all necessary incidents thereto.

Said real property herein referred to is described as follows:

All that portion of Section 13, Township 8 North, Range 3
East, M. D. B. & M., described as follows:

Beginning at a point located on the southwesterly boundary
of that certain Record of Survey entitled "Section 13 - N. W.
1/4 T. 8 N. - R. 2 E. - M. D. B. & M., W. A. Snider", recorded
in the office of the Recorder of Yolo County in Book 7 of Surveys,
page 65, from which the most southerly corner thereof bears
South 82° 40' 49" East 12.61 feet; thence from said point of
beginning along the southwesterly boundary of said "Snider"
Record of Survey, North 82° 40' 49" West 567.15 feet to the
southwest corner of said "Snider" Record of Survey, said point
being located on the east line of County Road 103; thence along
the east line of said County Road 103, South 00° 43' 31" East
5.03 feet; thence parallel to and five (5.00) feet southerly,
measured at right angles, from the southerly boundary of said
"Snider" Record of Survey, South 82° 40' 49" East 562.16 feet;
thence North 48° 46' 08" East 6.67 feet to the point of begin-
ning.

This temporary working easement shall expire upon the date that the
drainage line constructed by "First Party" is accepted for maintenance by
the County of Yolo.

That as a consideration for the granting of said right of way and ease-
ment for the purposes aforesaid, said "First Party" hereby agrees to make and
construct the following described improvements on the real property described
herein, or upon the property owned by said "Second Parties" contiguous to the
said right of way and easement, which improvements have been made necessary by
the acquisition and use of right of way and easement. Said improvements,
and/or terms and conditions are described as follows:

Micro Fiched

1. First Party agrees that it will replace or cause to be replaced the area in approximately the condition in which it existed before the work was stated. Micro Fiched

2. Pipe is to be installed no more than 6.00' deep, feet from the North line of the Kido ownership and is to be maintained in this position at least two hundred (200.00) feet from the centerline of Roadway No. 103. Micro Fiched

3. Contractor must abide by contract specifications in that any damage occurring to the Kido ownership must be compensated.

4. All excavated material is to be cast to the North side of the trench onto the Gregory property.

5. No trees are to be trimmed or cut without the express permission of both the owner and the engineer.

6. No traffic is to be permitted upon the Kido ownership except within the limits of the temporary working easement.

IN WITNESS WHEREOF said "First Party" has caused this Agreement to be executed by the Chairman of the Board of Supervisors of Yolo County, and the said "Second Parties" have executed this Agreement the date and year first above written.

Second Parties

Hiroshi Kido
Hiroshi Kido

Thelma H. Kido
Thelma H. Kido

Recommended for Approval,

COUNTY OF YOLO

By

H. W. Rye
Director of Public Works

W. E. Rye
Chairman of the Board of Supervisors,
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

Approved as to Form
August 2, 1965
Lewis F. Skoville
County Clerk
Yolo County

Micro Fiched

FILED

AUG - 2 1965

AGREEMENT NO. 65-121

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

LAURENCE P. HENIGAN, Clerk

By Art P. Lucas
Deputy

THIS AGREEMENT, made and entered into this 2nd day
of August, 19 65, by and between
Barton Construction Company

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and per-
formed by the said County, and under the conditions expres-
sed in the two bonds, bearing even date with this contract,
and hereunto attached, the said Contractor agrees with said
County at his own proper cost and expense, to do all the
work and furnish all the materials, except such as are
mentioned in the specifications and plans to be furnished
by said County necessary to construct and complete in a
good workmanlike and substantial manner and to the satisfaction
of the Department of Public Works, of the County of Yolo,

Removal of a portion of Bridge No. 94B-1.3 (Stevens Bridge)

on County Road 94B at Cache Creek

(Description and Location of Project)

Micro Fiched

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

BRIDGE REMOVAL, Portion of BRIDGE NO. 94B-1.3 (STEVENS BRIDGE),
County Road 94B at Cache Creek

Micro Fiched

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

Micro Fiched

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages. Micro Fiched

ARTICLE VI - It is further stipulated and agreed by and between the County and the Contractor hereto that no alien shall be employed upon any part of the foregoing work, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except to work upon public, military or naval defenses or work in time of war. For any breach of any of the stipulations contained in the above paragraphs relative to hours of labor, rates of wages and employment of aliens, the Contractor shall forfeit to the said Board of Supervisors of the County of Yolo, to be retained by said County out of monies payable to said party under the terms of this Contract, a penalty in the sum of Ten (10) Dollars per day for each laborer, workman or mechanic employed in the execution of said Contract, by said Contractor, or any subcontractor under it for each calendar day during which any such laborer, workman or mechanic is required and/or permitted to labor more than eight (8) hours in violation of and/or is paid a rate of wages in violation of the provisions of said paragraphs and the stipulations of this Contract.

ARTICLE VII - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

James F. Henigan
By County Counsel

COUNTY OF YOLO
By W. E. Duncan
Chairman of the Board of Supervisors

ATTEST:

Laurence P. Henigan, Clerk

By R. A. Burton

By John E. Lucas Deputy

Contractor

FILED

AUG 10 1965

LAURENCE P. HENIGAN, Clerk

By TRINIDAD CORRETT

Deputy

AGREEMENT NO. 65-122
COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 9th day
of August, 19 65, by and between

Micro Fiched

A. Teichert & Son, Inc.

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and per-
formed by the said County, and under the conditions expres-
sed in the two bonds, bearing even date with this contract,
and hereunto attached, the said Contractor agrees with said
County at his own proper cost and expense, to do all the
work and furnish all the materials, except such as are
mentioned in the specifications and plans to be furnished
by said County necessary to construct and complete in a
good workmanlike and substantial manner and to the satisfaction
of the Department of Public Works, of the County of Yolo,

Curb, gutter, sidewalk, right of way fence, pavement and
drainage facilities for the extension of County Road 116 in
Knights Landing

(Description and Location of Project)

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

Micro Fiched

The work to be done is shown upon a set of plans
entitled County of Yolo, Department of Public Works,

County Road 116 Extension

(Plan Index No. P336

)

(WO # 4104)

Approved December 28, 1964 (date), by the Director of Public
Works, which said set of plans is hereby made a part of this
contract.

Micro Fiched

ARTICLE II - And the said Contractor agrees to receive and
accept the prices as set forth in the accepted proposal as
full compensation for furnishing all materials and for
doing all the work contemplated and embraced in this
agreement; also for all loss or damage arising out of the
nature of the work aforesaid, or from the action of the
elements, or from any unforeseen difficulties or obstruc-
tions which may arise or be encountered in the prosecution of
the work until its acceptance by the County of Yolo, and for
all risks of every description connected with the work; also
for all expenses incurred by or in consequence of the suspen-
sion or discontinuance of work and for well and faithfully
completing the work, and the whole thereof, in the manner
and according to the plans and specifications, and the
requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for
commencement of said work to be within fifteen (15) days
next after the date of this Contract and for its completion
to be within Sixty (60) working days next after
the actual date of commencement; and further promises and
agrees with the said Contractor to employ, and does hereby
employ, the said Contractor to provide the materials and to
do the work according to the terms and conditions herein
contained and referred to, for the prices aforesaid, and
hereby contracts to pay the same at the time, in the manner
and upon the conditions above set forth; and the County and
the Contractor for themselves, their heirs, executors,
administrators, successors and assigns, do hereby agree to
the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County
and the Contractor that the time of service of any laborer,
workman or mechanic employed upon any part of the foregoing
work shall be limited and restricted to eight (8) hours
during any one calendar day, and neither said party nor any

Micro Fiched

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages. Micro Fiched

ARTICLE VI - It is further stipulated and agreed by and between the County and the Contractor hereto that no alien shall be employed upon any part of the foregoing work, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except to work upon public, military or naval defenses or work in time of war. For any breach of any of the stipulations contained in the above paragraphs relative to hours of labor, rates of wages and employment of aliens, the Contractor shall forfeit to the said Board of Supervisors of the County of Yolo, to be retained by said County out of monies payable to said party under the terms of this Contract, a penalty in the sum of Ten (10) Dollars per day for each laborer, workman or mechanic employed in the execution of said Contract, by said Contractor, or any subcontractor under it for each calendar day during which any such laborer, workman or mechanic is required and/or permitted to labor more than eight (8) hours in violation of and/or is paid a rate of wages in violation of the provisions of said paragraphs and the stipulations of this Contract.

ARTICLE VII - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

Lewis F. Shearer
By Benjamin D. Deary
(County Counsel)

COUNTY OF YOLO

Micro Fiched

By W. E. Rinehart
Chairman of the Board of
Supervisors

ATTEST:

Laurence P. Henigan, Clerk

By John E. Lueker, Deputy

By Charles A. Lueker, District Manager
A. TEICHERT & SON, INC.
Contractor



Xerox Copy Service Agreement

AGREEMENT NO. 65-123

CUSTOMER COPY

FILED

SEP 17 1965

LAURENCE P. HENIGAN, Clerk

By *John E. Lucas* Deputy

Please provide Copy Service to us on the following basis:

914 Copier

1. Install 914 Copiers.
2. We agree to pay a basic monthly use charge of \$25.00 for each 914 Copier installed.
3. We agree to pay \$.035 for each copy made on each 914 Copier installed.
4. If in any calendar month we make less than 2000 copies on any 914 Copier, Xerox may invoice us for the basic minimum of 2000 copies for that Copier in addition to the monthly use charge. (There is no minimum number of copies during the Copier's first Calendar month of installation.) We will forward the completed meter card to Xerox on the last working day of each month.

813 Copier

1. Install ONE 813 Copiers.
2. We agree to pay a basic monthly use charge of \$10.00 for each 813 Copier installed.
3. We agree to pay \$.045 for each copy for the first 1500 copies per month and \$.035 for each subsequent copy per month.
4. If in any calendar month we make less than 500 copies on any 813 Copier, Xerox may invoice us for the basic minimum of 500 copies, for that Copier in addition to the monthly use charge. (There is no minimum number of copies during the Copier's first Calendar month of installation.) We will forward the completed meter card to Xerox on the last working day of each month.

We understand that the above charges include all machine maintenance, inspections, adjustments, part replacements (except supplies and the 914 Drum on which the cost is shared by us and Xerox and which remains the property of Xerox at all times) and repairs, as described on the back of this agreement.

Xerox will invoice us monthly for the basic use charge and copies made. This invoice is payable upon receipt without discount.

Transportation charges will be paid by Xerox to destination city. Local delivery charges and rigging expenses will be paid by us. The equipment remains the property of Xerox which may supply either new or reconditioned Copiers at their sole option.

This agreement may be cancelled by us at any time upon notice of fifteen (15) days.

Company COUNTY OF YOLO
YOLO GENERAL HOSPITAL

Address 170 WEST BEAVER STREET
WOODLAND, CALIFORNIA

Ship To SAME

Approved as to Form

Dated August 10, 1965

Laurence P. Henigan
County Counsel of Yolo County
Be. Blum Deputy

By *W. E. Henigan*

Title CHAIRMAN, BOARD OF SUPERVISORS, COUNTY
OF YOLO, STATE OF CALIFORNIA.

Date August 9, 1965

Xerox Salesman *J. S. Form*

Branch *State*

Xerox Copy Service Agreement

**Xerox
agrees:**

to train your personnel in the use of the copier.

to keep the copier in good working order, make inspections, adjustments, machine part replacements (except supplies) and repairs as required without charge to the customer.

to provide machine service during our regular service hours: 8:00 a.m. to 5:00 p.m., Monday through Friday (except holidays).

to assume all responsibility for loss or damage to the copier installed on your premises.

**The
customer
agrees:**

to provide suitable electric service for operation of the copier, and to properly ground receptacles (as provided by Underwriters' Laboratories, Inc.).

to make available a Key Operator for training in the use of the copier. Should this assignment change the customer agrees to inform Xerox immediately.

to make no alterations in the copier.

to obtain the written authorization of Xerox prior to any movement of the copier.

to pay according to Xerox's established service policy for service requested outside of the regular service hours.

to pay for any repairs or replacements made necessary by his willful act.





BOARD OF SUPERVISORS

COUNTY OF YOLO

Woodland, California

AUGUST 12, 1965

AGREEMENT NO. 65-124

FILED

AUG 26 1965

LAURENCE P. HENIGAN, Clerk
By..... PETE E. LUCAS
Deputy

Mr. JOHN S. BARNES
STATE CONSERVATIONIST
2020 MILVIA STREET
BERKELEY, CALIFORNIA 94704

DEAR MR. BARNES:

THIS IS TO NOTIFY YOU THAT THE COUNTY OF YOLO WILL REIMBURSE THE SOIL CONSERVATION SERVICE IN AN AMOUNT NOT TO EXCEED \$2,000.00, FOR ASSISTANCE IN ACCELERATING SOIL SURVEYS IN YOLO COUNTY.

Micro Fiched

THIS ASSISTANCE WILL BE MADE AVAILABLE DURING THE PERIOD FROM JULY 1, 1965 TO JUNE 30, 1966, IN ACCORDANCE WITH A SCHEDULE WHICH WILL BE SATISFACTORY TO BOTH PARTIES.

REIMBURSEMENT WILL BE MADE TO THE SOIL CONSERVATION SERVICE BY BILLING US PERIODICALLY AS WORK PROGRESSES.

AT THE FOOT OF THIS LETTER APPEARS A NOTICE OF AGREEMENT WHICH, UPON ACCEPTANCE BY YOUR OFFICE YOU ARE INVITED TO SIGN, RETURNING ONE SIMILARLY SIGNED COPY TO THIS OFFICE.

W E Duncan
WILLIAM E. DUNCAN, CHAIRMAN OF THE
BOARD OF SUPERVISORS, COUNTY OF
YOLO, STATE OF CALIFORNIA

NOTICE OF AGREEMENT: THE SOIL CONSERVATION SERVICE AGREES TO PROVIDE THE COOPERATIVE ASSISTANCE AS REQUESTED ABOVE.

John S. Barnes
JOHN S. BARNES, STATE CONSERVATIONIST
Soil Conservation Service

DATED: AUG 20 1965

Micro Fiched

FILED

AUG 17 1965

LAURENCE P. HENIGAN, Clerk

PETE E. LUCAS

By..... Deputy

AGREEMENT NO. 65-125

(Yolo County Communications Department Service Agreement)

THIS AGREEMENT made and entered into by and between
the COUNTY OF YOLO, and KNIGHTS LANDING FIRE
PROTECTION DISTRICT

Micro Fiched

each a governmental entity, organized and existing under and by
virtue of the laws of the State of California,

W I T N E S S E T H:

WHEREAS, the parties heretofore made and entered into
a Yolo County Communications Department Service Agreement
dated FEBRUARY 10, 1964 and numbered Agreement No.
64-13; and

WHEREAS, it is the desire of the parties to amend the
mentioned agreement to provide for a modified labor charge,

IT IS HEREBY MUTUALLY AGREED that Paragraph 2(a) of
the mentioned agreement is hereby amended to read as follows:

"Seven dollars (\$7.00) per man hour shall be
charged for labor.

"All labor charges shall commence upon leaving
the County shop and will terminate upon return to the
County shop."

DATED this 16th day of August, 1965.

W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS DEPUTY
(SEAL)

ATTEST:

Micro Fiched

Robert L. Hunter
Robert L. Hunter

FILED

Davis, California
July 15, 1965

AGREEMENT NO. 65-126

AUG 17 1965
LAURENCE P. HENIGAN, Clerk
By [Signature] Deputy

JOHN E. MONTGOMERY and WEST DAVIS DEVELOPMENT COMPANY, a limited
partnership, as "Optionee"
Grantors

RIGHT OF WAY CONTRACT - DRAINAGE EASEMENT

Micro Fiched

Document No. 65-25 in the form of an Easement covering the following described property:

All that portion of Parcel "C", as said parcel is shown on that certain Record of Survey entitled "Montgomery Property, Southeast of Davis - Sec. 13, T. 8 N., R. 2 E., Sections 7, 8 and 18, T. 8 N., R. 3 E., M. D. B. & M." recorded in the office of the Recorder of Yolo County in Book 8 of Maps and Surveys at Page 59, described as follows:

A strip of land twenty (20.00) feet in width, measured at right angles, the northwesterly line of which is described as follows:

Beginning at a point located in said Parcel "C" from which a Brass Cap Monument marking the center of said Section 7 bears the following two (2) courses and distances: (1) North 51° 17' 26" East 149.73 feet and (2) South 89° 19' 38" East 1418.42 feet; thence from said point of beginning South 51° 17' 26" West 229.98 feet.

TOGETHER WITH a temporary easement, thirty (30.00) feet in width, measured at right angles, the northwesterly line of which is identical with the southeasterly line of the above described twenty foot easement.

The side line boundaries of said strip of land being lengthened or shortened, as the case may be, so as to terminate in the northerly and southwesterly boundaries of grantors property.

has been executed and delivered to H. Van Reyper, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account, or on account of the location, grade or construction of the proposed public improvement.

Micro Fiched

2. The County shall:

Micro Fiched

IN WITNESS WHEREOF, the parties have executed this agreement the day and year
first above written.

John E. Montgomery
John E. Montgomery

WEST DAVIS DEVELOPMENT COMPANY
a limited partnership, as "Optionee"

By John E. Montgomery

By _____

Recommended for Approval,

By W. H. Veyne
Director of Public Works

COUNTY OF YOLO

W. E. Duncan
Chairman of the Board of Supervisors,
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

Approved as to Form

Dated

8/14/65

James S. Hester
County Counsel
of Yolo County

Micro Fiched

AGREEMENT NO. 65-127-

CONSENT TO

DOCUMENT NO. 65-28C

EASEMENT AGREEMENT

AUG 30 1965

LAURENCE P. HENIGAN, Clerk
By *John E. Henigan*
DeputyTHIS AGREEMENT made and entered into this 6th day of August, 1965,

by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as the "First Party", and G. Y. MORITA, hereinafter referred to as "Second Party".

Micro Fiched

WITNESSETH:

The Second Party hereby consents to the grant of easement by the owners of record of the real property hereinafter described to the First Party for construction of a drainage ditch, on, over, under and across that certain real property in the County of Sacramento, State of California, described as follows:

All that portion of Sections 7 and 8, Township 8 North, Range 3 East, M. D. B. & M., described as follows:

All that portion of Parcel C, as said parcel is shown and so designated on that certain Record of Survey entitled "Montgomery Property" recorded in the office of the Recorder of Yolo County in Book 8 of Surveys, page No. 59, described as follows:

Beginning at a point located on the easterly boundary of said Parcel C from which a one and one-eighth inch iron bar marking the northeast corner of said Record of Survey bears North 01° 29' 22" East 40.00 feet; thence from said point of beginning along the easterly boundary of said Parcel C, South 01° 29' 22" West 42.00 feet; thence North 89° 10' 08" West 1081.95 feet; thence North 89° 17' 18" West 700.40 feet; thence South 86° 08' 13" West 100.26 feet; thence North 89° 04' 18" West 1400.00 feet; thence South 88° 03' 58" West 100.12 feet; thence North 89° 04' 18" West 1107.71 feet; thence North 89° 19' 38" West 1535.05 feet to a point located on the southeasterly right of way line of the State of California Freeway; thence along the southeasterly right of way line of the State of California Freeway, North 51° 17' 26" East 149.73 feet to a point located on the north line of said Parcel C; thence along the north line of said Parcel C the following two (2) courses and distances: (1) South 89° 19' 38" East 1418.42 feet to a Brass Capped Monument marking the center of said Section 7 and (2) South 89° 04' 18" East 2607.60 feet to a seven-eighths inch iron bar marking the east one-quarter corner of said Section 7; thence South 00° 01' 10" West 40.00 feet; thence South 89° 17' 18" East 800.47 feet; thence South 89° 10' 08" East 1082.99 feet to the point of beginning.

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation of claims on this account, or on account of the location, grade or construction of the proposed public improvement.

Micro Fiched

2. The County shall:

(a) Compensate "Second Party" for crop loss and relocation of irrigation facilities the total sum of Two Thousand One Hundred Fifty Dollars. (\$2,150.00).

Micro Fiched

3. The County's Contractor shall be solely responsible for any damage occurring to crops on lands adjacent to the hereinabove described easement.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

"SECOND PARTY"

Recommended For Approval,

By *[Signature]*
Director of Public Works

[Signature]
G. Y. Morita

COUNTY OF YOLO

[Signature]
Chairman of the Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

Approved as to Form

Dated *8/26/65*

[Signature]
County Council
of Yolo County

INDEXED

VOL. 805	PAGE 667
OFFICIAL RECORDS	
RECORDED AT REQUEST OF	
COUNTY OF YOLO	
AUG 23 1965	
4:40 Min. Post 3:00 clock PM	
YOLO COUNTY, CALIFORNIA	
Recorder	
NO CHG.	

COMPL-1

BOOK 805 PAGE 668

Micro Fiched

10849

FILED

AUG 17 1965

Woodland, California

August 16, 1965

AGREEMENT NO. 65-128

LAURENCE P. HENIGAN, Clerk

By *John E. Montgomery*
Deputy

GRANTORS

JOHN E. MONTGOMERY and WEST DAVIS DEVELOPMENT COMPANY, a limited

partnership, as "Optionee"

RIGHT OF WAY CONTRACT - DRAINAGE DITCH

Micro Fiched

Document No. 65-28A in the form of an Easement covering the following

described property:

All that portion of Section 7, Township 8 North, Range 3 East, M. D. B. & M., described as follows:

All that portion of Parcel C, as said parcel is shown and so designated on that certain Record of Survey entitled "Montgomery Property," recorded in the office of the Recorder of Yolo County in Book 8 of Surveys, Page No. 59, described as follows:

Beginning at a Brass Capped Monument marking the center of said Section 7, located on the north line of said "Parcel C"; thence from said point of beginning along the north line of said "Parcel C", South 89° 04' 18" East 1584.17 feet; thence South 00° 55' 42" West 90.00 feet; thence North 89° 04' 18" West 375.14 feet; thence South 88° 03' 58" West 100.12 feet; thence North 89° 04' 18" West 1107.71 feet; thence North 88° 19' 38" West 1535.05 feet to a point located on the southeasterly right of way line of the State of California Freeway; thence along the southeasterly right of way line of the State of California Freeway, North 51° 17' 26" East 149.73 feet to a point located on the north line of said "Parcel C"; thence along the north line of said "Parcel C" South 89° 19' 38" East 1418.42 feet to the point of beginning; containing 6.625 acres, more or less.

has been executed and delivered to H. Van Reyper, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

Micro Fiched

2. The County shall:

a.) Pay Grantors for the Grant of Easement hereinabove described the total sum of thirty-nine thousand seven hundred forty-five dollars (\$39,745.00).

b.) Negotiate and compensate the Grantor's lessee for any damage to crops now existing within the area hereinabove described. The County's Contractor shall be solely responsible for any damage occurring to crops on lands adjacent to the construction project.

Micro Fiched

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

GRANTORS

John E. Montgomery
John E. Montgomery

WEST DAVIS DEVELOPMENT COMPANY,
a limited partnership, as "Optionee"

By John B. Simmons
By _____

Recommended For Approval,

By John A. Vege
Director of Public Works

COUNTY OF YOLO

John E. Simmons
Chairman of the Board of Supervisors,
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

FILED

Woodland, California

August 16, 1965

AUG 17 1965

LAURENCE P. HENIGAN, Clerk

By *John B. Montgomery*
Deputy

AGREEMENT NO. 65-129

GRANTORS

JOHN B. MONTGOMERY and WEST DAVIS DEVELOPMENT COMPANY, a limited partnership,

as "Optlessee"

RIGHT OF WAY CONTRACT - DRAINAGE DITCH

Micro Fiched

Document No. 65-28B in the form of an Easement covering the following described property:

All that portion of Section 7 and 8, Township 8 North, Range 3 East, N. D. B. & M., described as follows:

All that portion of Parcel C, as said parcel is shown and so designated on that certain Record of Survey entitled "Montgomery Property" recorded in the office of the Recorder of Yolo County in Book 8 of Surveys, Page No. 59, described as follows:

Beginning at a point located on the easterly boundary of said Parcel C from which a one and one-eighth inch iron bar marking the northeast corner of said Record of Survey bears North 01° 29' 22" East 40.00 feet; thence from said point of beginning along the easterly boundary of said Parcel C, South 01° 29' 22" West 42.00 feet; thence North 89° 10' 08" West 1081.95 feet; thence North 89° 17' 18" West 700.40 feet; thence South 86° 08' 13" West 100.26 feet; thence North 89° 04' 18" West 1024.86 feet; thence North 00° 45' 42" East 90.00 feet to a point located on the north line of said Parcel C; thence along the north line of said Parcel C, South 89° 04' 18" East 1023.43 feet to a seven-eighths inch iron bar marking the east one-quarter corner of said Section 7; thence South 00° 01' 10" West 40.00 feet; thence South 89° 17' 18" East 800.47 feet; thence South 89° 10' 08" East 1082.99 feet to the point of beginning; containing 3.941 acres, more or less.

has been executed and delivered to H. Van Reyper, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

Micro Fiched

2. The County shall:

- a.) Pay Grantors for the Grant of Easement hereinabove described the total sum of thirteen thousand dollars (\$13,000.00).
- b.) Negotiate and compensate the Grantor's lessee for any damage to crops now existing within the area hereinabove described. The County's Contractor shall be solely responsible for any damage occurring to crops on lands adjacent to the construction project.

Micro Fiched

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

GRANTORS

John E. Montgomery
John E. Montgomery

WEST DAVIS DEVELOPMENT COMPANY, a
limited partnership, as "Optionee"

By John B. Summers

By _____

Recommended For Approval,

By [Signature]
Director of Public Works

COUNTY OF YOLO

[Signature]
Chairman of the Board of Supervisors,
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

Approved by the Board

Micro Fiched

Date 8/14/05

By _____
County Clerk

FILED

AUG 23 1965

LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

AGREEMENT NO. 65-130

(Yolo County Communications Department Service Agreement)

THIS AGREEMENT made and entered into by and between
the COUNTY OF YOLO, and ESPARTO FIRE PROTECTION
DISTRICT

each a governmental entity, organized and existing under and by
virtue of the laws of the State of California,

W I T N E S S E T H:

Micro Fiched

WHEREAS, the parties heretofore made and entered into
a Yolo County Communications Department Service Agreement
dated FEBRUARY 10, 1964 and numbered Agreement No.
64-12; and

WHEREAS, it is the desire of the parties to amend the
mentioned agreement to provide for a modified labor charge,

IT IS HEREBY MUTUALLY AGREED that Paragraph 2(a) of
the mentioned agreement is hereby amended to read as follows:

"Seven dollars (\$7.00) per man hour shall be
charged for labor.

"All labor charges shall commence upon leaving
the County shop and will terminate upon return to the
County shop."

DATED this 23rd day of August, 1965.

W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas DEPUTY
(SEAL)

ATTEST:

Agree No. 65-130

Micro Fiched

A. Q. M. Givins

FILED

AUG 23 1965

LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

AGREEMENT NO. 65-131

(Yolo County Communications Department Service Agreement)

THIS AGREEMENT made and entered into by and between
the COUNTY OF YOLO, and SUTTER BASIN FIRE
PROTECTION DISTRICT

each a governmental entity, organized and existing under and by
virtue of the laws of the State of California,

Micro Fiched

W I T N E S S E T H:

WHEREAS, the parties heretofore made and entered into
a Yolo County Communications Department Service Agreement
dated FEBRUARY 10, 1964 and numbered Agreement No.
64-15; and

WHEREAS, it is the desire of the parties to amend the
mentioned agreement to provide for a modified labor charge,

IT IS HEREBY MUTUALLY AGREED that Paragraph 2(a) of
the mentioned agreement is hereby amended to read as follows:

"Seven dollars (\$7.00) per man hour shall be
charged for labor.

"All labor charges shall commence upon leaving
the County shop and will terminate upon return to the
County shop."

DATED this 23rd day of August, 1965.

W. E. Henigan
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

Micro Fiched

BY PETE E. LUCAS DEPUTY
(SEAL)

Sutter Basin Fire District
By CA [Signature]
Clerk

ATTEST:

Virginia Heffner

Agree. No. 65-131

FILED

AUG 23 1965

LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
DeputyAGREEMENT NO. 65- 132

(Yolo County Communications Department Service Agreement)

Micro Fiched

THIS AGREEMENT made and entered into by and between
the COUNTY OF YOLO, and WILLOW OAK FIRE PROTECTION
DISTRICT

each a governmental entity, organized and existing under and by
virtue of the laws of the State of California,

W I T N E S S E T H:

WHEREAS, the parties heretofore made and entered into
a Yolo County Communications Department Service Agreement
dated FEBRUARY 10, 1964 and numbered Agreement No.
64-13; and

WHEREAS, it is the desire of the parties to amend the
mentioned agreement to provide for a modified labor charge,

IT IS HEREBY MUTUALLY AGREED that Paragraph 2(a) of
the mentioned agreement is hereby amended to read as follows:

"Seven dollars (\$7.00) per man hour shall be
charged for labor.

"All labor charges shall commence upon leaving
the County shop and will terminate upon return to the
County shop."

DATED this 23rd day of August, 1965.

W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

Micro Fiched

LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas DEPUTY
(SEAL)

ATTEST:

Joseph Schneider

Agree. No. 65-132

FILED

AUG 23 1965

LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

AGREEMENT NO. 65-133

(Yolo County Communications Department Service Agreement)

THIS AGREEMENT made and entered into by and between
the COUNTY OF YOLO, and ZANORA FIRE PROTECTION Micro Ficher
DISTRICT

each a governmental entity, organized and existing under and by
virtue of the laws of the State of California,

W I T N E S S E T H:

WHEREAS, the parties heretofore made and entered into
a Yolo County Communications Department Service Agreement
dated FEBRUARY 10, 1964 and numbered Agreement No.
64-20; and

WHEREAS, it is the desire of the parties to amend the
mentioned agreement to provide for a modified labor charge,

IT IS HEREBY MUTUALLY AGREED that Paragraph 2(a) of
the mentioned agreement is hereby amended to read as follows:

"Seven dollars (\$7.00) per man hour shall be
charged for labor.

"All labor charges shall commence upon leaving
the County shop and will terminate upon return to the
County shop."

DATED this 12 day of August, 1965.

Micro Ficher

W. E. Henigan
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS DEPUTY
(SEAL)

L. F. Foster
A. R. Rominger
John J. March
Charles Lewis
James Slaw

ATTEST:

Agree No. 65-133

FILED

AUG 23 1965

LAURENCE P. HENIGAN, Clerk
By PEPE E. LUCAS Deputy

AGREEMENT NO. 65- 134

(Yolo County Communications Department Service Agreement)

Micro Fiched

THIS AGREEMENT made and entered into by and between
the COUNTY OF YOLO, and CITY OF WOODLAND FIRE
DEPARTMENT

each a governmental entity, organized and existing under and by
virtue of the laws of the State of California,

W I T N E S S E T H:

WHEREAS, the parties heretofore made and entered into
a Yolo County Communications Department Service Agreement
dated FEBRUARY 10, 1964 and numbered Agreement No.
64-11; and

WHEREAS, it is the desire of the parties to amend the
mentioned agreement to provide for a modified labor charge,

IT IS HEREBY MUTUALLY AGREED that Paragraph 2(a) of
the mentioned agreement is hereby amended to read as follows:

"Seven dollars (\$7.00) per man hour shall be
charged for labor.

"All labor charges shall commence upon leaving
the County shop and will terminate upon return to the
County shop."

DATED this 23rd day of August, 1965.

Micro Fiched

W E Shuman
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATT&ST:

LAURENCE P. HENIGAN, CLERK

BY PEPE E. LUCAS DEPUTY
(SEAL)

ATTEST:

Agreement No. 65-134

John H. Jones
City Mgr

FILED

AUG 23 1965

LAURENCE P. HENIGAN, Clerk

By PAUL J. LUCAS Deputy

AGREEMENT NO. 65-135

(Yolo County Communications Department Service Agreement)

Micro Fiched

THIS AGREEMENT made and entered into by and between
the COUNTY OF YOLO, and CITY OF WOODLAND POLICE
DEPARTMENT

each a governmental entity, organized and existing under and by
virtue of the laws of the State of California,

W I T N E S S E T H:

WHEREAS, the parties heretofore made and entered into
a Yolo County Communications Department Service Agreement
dated FEBRUARY 10, 1964 and numbered Agreement No.
64-10; and

WHEREAS, it is the desire of the parties to amend the
mentioned agreement to provide for a modified labor charge,

IT IS HEREBY MUTUALLY AGREED that Paragraph 2(a) of
the mentioned agreement is hereby amended to read as follows:

"Seven dollars (\$7.00) per man hour shall be
charged for labor.

"All labor charges shall commence upon leaving
the County shop and will terminate upon return to the
County shop."

DATED this 23rd day of August, 1965.

Micro Fiched

W. E. Shuman
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Paul J. Lucas DEPUTY
(SEAL)

ATTEST:

Agreement 65-135

John H. Jones
City Mgr

FILED

AUG 23 1965

LAURENCE P. HENIGAN, Clerk
By.....PETE E. LUCAS.....
Deputy

AGREEMENT NO. 65-136

(Yolo County Communications Department Service Agreement)

THIS AGREEMENT made and entered into by and between Micro Fiched
the COUNTY OF YOLO, and CITY OF WINTERS POLICE
DEPARTMENT

each a governmental entity, organized and existing under and by
virtue of the laws of the State of California,

W I T N E S S E T H:

WHEREAS, the parties heretofore made and entered into
a Yolo County Communications Department Service Agreement
dated FEBRUARY 14., 1964 and numbered Agreement No.
64-9; and

WHEREAS, it is the desire of the parties to amend the
mentioned agreement to provide for a modified labor charge,

IT IS HEREBY MUTUALLY AGREED that Paragraph 2(a) of
the mentioned agreement is hereby amended to read as follows:

"Seven dollars (\$7.00) per man hour shall be
charged for labor.

"All labor charges shall commence upon leaving
the County shop and will terminate upon return to the
County shop."

DATED this 23rd day of August, 1965.

W. E. Henigan
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas DEPUTY
(SEAL)

Micro Fiched

ATTEST:

Emile A. Young
Mayor, City of Winters

Agree. No. 65-136

FILED

AUG 23 1965

LAURENCE P. HENIGAN, Clerk
By.....PETE E. LUCAS...
Deputy

AGREEMENT NO. 65- 137

(Yolo County Communications Department Service Agreement)

THIS AGREEMENT made and entered into by and between
the COUNTY OF YOLO, and REGENTS OF THE UNIVERSITY Micro Fiched
OF CALIFORNIA

each a governmental entity, organized and existing under and by
virtue of the laws of the State of California,

W I T N E S S E T H:

WHEREAS, the parties heretofore made and entered into
a Yolo County Communications Department Service Agreement
dated JUNE 15, , 196 4 and numbered Agreement No.
64-59 ; and

WHEREAS, it is the desire of the parties to amend the
mentioned agreement to provide for a modified labor charge,

IT IS HEREBY MUTUALLY AGREED that Paragraph 2(a) of
the mentioned agreement is hereby amended to read as follows:

"Seven dollars (\$7.00) per man hour shall be
charged for labor.

"All labor charges shall commence upon leaving
the County shop and will terminate upon return to the
County shop."

DATED this 23rd day of August , 196 5 .

Micro Fiched

W. E. Henigan
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS DEPUTY
(SEAL)

ATTEST:

Q. E. Schwartz
UNIVERSITY OF CALIFORNIA
Purchasing Agent

Agreement 65-137

FILED

AUG 23 1965

LAURENCE P. HENIGAN, Clerk
By PETE F. LUCAS
Deputy

YOLO COUNTY COMMUNICATIONS DEPARTMENT SERVICE AGREEMENT

AGREEMENT NO. 65-138

Micro Fiched

THIS AGREEMENT made and entered into this 1st day of July, 1965, by and between the COUNTY OF YOLO and the CITY OF DAVIS, Police Department, each a governmental entity, organized and existing under and by virtue of the law of the State of California; and

WHEREAS, it is the desire of the CITY OF DAVIS, Police Department, that the COUNTY OF YOLO service, repair, and maintain all of the radio communication equipment of the CITY OF DAVIS, Police Department; and

WHEREAS, it is the desire of the COUNTY OF YOLO to service, repair, and maintain the said radio communication equipment of the CITY OF DAVIS, Police Department.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That the COUNTY OF YOLO will, when notified by the CITY OF DAVIS, Police Department, repair, service, and maintain the said radio communications equipment; said CITY OF DAVIS, Police Department, shall allow the Yolo County Communications Department personnel a reasonable amount of time to arrive at the location where said equipment to be repaired, serviced, and maintained is situated.

2. It is mutually agreed that the COUNTY OF YOLO shall charge, and the CITY OF DAVIS, Police Department, shall pay to the COUNTY OF YOLO, the following amounts as indicated for the services, repairs, and maintenance listed herein.

Micro Fiched (10)

27.00
NED (a) Six dollars (\$6.00) per man hour shall be charged for labor.

All labor charges shall commence upon leaving the county shop and will terminate upon return to the county

shop.

- (b) All parts to be charged out at cost plus ten per cent (10%).
- (c) Standard mobile installations shall be thirty dollars (\$30.00).
- (d) Removal of mobile units shall be six dollars (\$6.00).
- (e) Required F.C.C. measurements shall be charged at the rate of five dollars (\$5.00) per transmitter. However, it is further agreed that the rates charged for this service does not include labor for repairs to the equipment.
- (f) The rate for the communications services related to the Central Communications services system of the Yolo County Communications Department shall be ten dollars (\$10.00) per month per mobile unit and ten dollars (\$10.00) per month per base or control unit operated by the CITY OF DAVIS, Police Department.
- (g) The rate for portable or "Handi-Talkie" units shall be four dollars (\$4.00) per month per unit.
- (h) The rate for telephone service shall be fifteen dollars (\$15.00) per month.

3. It is mutually agreed that the CITY OF DAVIS, Police Department shall hold the COUNTY OF YOLO harmless for any damage or injury to person or property which may result from the failure, for any and all reasons, of the Yolo County Communications Department in fulfilling the terms of this agreement.

4. It is mutually agreed that this agreement shall supersede Agreement No. 64-21 and shall remain in force until the same is terminated by either party hereto by giving sixty (60) days notice in writing to the other party of their intention to terminate the same.

DATED this 1st day of July, 1965.

Micro Fiched

W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

E. H. Hickham
CHAIRMAN OF THE CITY COUNCIL
CITY OF DAVIS

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ATTEST:

LAURENCE P. HENIGAN, CLERK

BY W. E. Lucas (SEAL) DEPUTY

Micro Fiched

ATTEST:

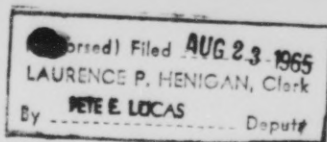
C. W. Binkley
City Manager

Approved as to Form

Dated 6-22-69

Richard E. Moore
County Counsel
of Yolo County

Micro Fiched



AGREEMENT NO. 65-139

(Yolo County Communications Department Service Agreement)

THIS AGREEMENT made and entered into by and between
the COUNTY OF YOLO, and SACRAMENTO-YOLO PORT DISTRICT

Micro Fiched

each a governmental entity, organized and existing under and by
virtue of the laws of the State of California,

W I T N E S S E T H:

WHEREAS, the parties heretofore made and entered into
a Yolo County Communications Department Service Agreement
dated FEBRUARY 10, 1964 and numbered Agreement No.
64-22; and

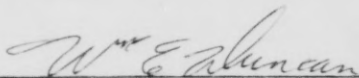
WHEREAS, it is the desire of the parties to amend the
mentioned agreement to provide for a modified labor charge,

IT IS HEREBY MUTUALLY AGREED that Paragraph 2(a) of
the mentioned agreement is hereby amended to read as follows:

"Seven dollars (\$7.00) per man hour shall be
charged for labor.

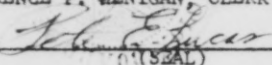
"All labor charges shall commence upon leaving
the County shop and will terminate upon return to the
County shop."

DATED this 23rd day of August, 1965.


CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

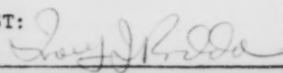
ATTEST:

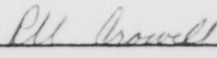
LAURENCE P. HENIGAN, CLERK

BY  (SEAL)

DEPUTY

Micro Fiched

ATTEST: 


Agreed No. 65-139

FILED

AUG 23 1965

LAURENCE P. HENIGAN, Clerk

By DETE. E. LUCAS...
Deputy

AGREEMENT NO. 65-140

(Yolo County Communications Department Service Agreement)

THIS AGREEMENT made and entered into by and between
the COUNTY OF YOLO, and WESTGATE FIRE PROTECTION DISTRICT Micro Fiched

each a governmental entity, organized and existing under and by
virtue of the laws of the State of California,

W I T N E S S E T H:

Micro Fiched

WHEREAS, the parties heretofore made and entered into
a Yolo County Communications Department Service Agreement
dated MAY 11, 1964 and numbered Agreement No.
64-50; and

WHEREAS, it is the desire of the parties to amend the
mentioned agreement to provide for a modified labor charge,

IT IS HEREBY MUTUALLY AGREED that Paragraph 2(a) of
the mentioned agreement is hereby amended to read as follows:

"Seven dollars (\$7.00) per man hour shall be
charged for labor.

"All labor charges shall commence upon leaving
the County shop and will terminate upon return to the
County shop."

DATED this 23rd day of August, 1965.

Laurence P. Henigan
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Det. E. Lucas (SZAL) DEPUTY

Micro Fiched

WESTGATE FIRE PROTECTION DIST.
ATTEST:

E. C. Hughes

FILED

AUG 23 1965

AGREEMENT NO. 65-141

LAURENCE P. HENIGAN, Clerk

By PETE E. LUCAS DeputyTHIS AGREEMENT made and entered into this 23rd day of August, 1965, by and

between the COUNTY OF YOLO, CALIFORNIA (hereinafter referred to as Licensee) and
SACRAMENTO COUNTY - YOLO COUNTY
MOSQUITO ABATEMENT DISTRICT (hereinafter referred to as Applicant);

WHEREAS Licensee has been licensed or is applying to the Federal Communications Commission for authority to operate a radio system in the Fire Radio Service; and

WHEREAS Applicant desires to take radio service from the Fire Radio System of the Licensee and desires Licensee to install one or more mobile units licensed to the Licensee in the fire fighting equipment operated by the Applicant pursuant to Section 89.13(a)(2) of the Rules of the Federal Communications Commission; and

WHEREAS Licensee is agreeable to installing its licensed mobile units in the fire fighting equipment of the Applicant in order to facilitate the operation of a coordinated county-wide Fire Radio system; and

WHEREAS both Licensee and Applicant agree that the radio service to be provided pursuant to this Agreement will be rendered on a non-profit basis in accordance with the provisions of Section 89.13(b) of the Rules of the Federal Communications Commission;

NOW THEREFORE this Agreement witnesseth as follows:

Applicant hereby agrees

1. That Licensee shall have the sole and exclusive right of control of the mobile radio unit or units installed in the vehicle or vehicles of the Applicant;
2. That the operator of said vehicle or vehicles shall at all times operate the radio unit or units installed therein subject to the orders and instructions of the Licensee's base station operator; and
3. That Licensee and its representatives shall at all times have such access to and control over said mobile equipment (including the right of removal thereof in the event of any violation of the terms of this Agreement or the Rules of the Federal Communications Commission) as will enable Licensee to carry out its responsibilities under any and all authorizations issued to it by the Federal Communications Commission.

Signed this 23rd day of August, 1965

COUNTY OF YOLO, CALIFORNIA

By W. E. Lucas

Man, Board of Supervisors

By Charles J. Gallagher

President

SACRAMENTO COUNTY - YOLO COUNTY MOSQUITO ABATEMENT

Agreement No. 65-141

AUG 23 1965

YOLO COUNTY COMMUNICATIONS DEPARTMENT SERVICE AGREEMENT

LAURENCE P. HENIGAN, Clerk

By PETE R. LUCAS
Deputy

Micro Filed

THIS AGREEMENT made and entered into this 23rd day of August, 1965,
by and between the COUNTY OF YOLO and SACRAMENTO COUNTY-YOLO COUNTY
MOSQUITO ABATEMENT DISTRICT
EACH A GOVERNMENTAL ENTITY, organized and existing under and by virtue of
the law of the State of California.

WHEREAS, it is the desire of SACRAMENTO COUNTY-YOLO COUNTY
MOSQUITO ABATEMENT DISTRICT
that the COUNTY OF YOLO service, repair, and maintain all of the communications
equipment of SACRAMENTO COUNTY-YOLO CO. MOSQUITO ABATEMENT DIST. and,

WHEREAS, it is the desire of the COUNTY OF YOLO to service, repair, and
maintain the said communications equipment of SACRAMENTO COUNTY-YOLO COUNTY
MOSQUITO ABATEMENT DISTRICT;

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That the COUNTY OF YOLO will when notified by the said SACRAMENTO CO.
MOSQUITO ABATEMENT DISTRICT, service, repair, and maintain the said communication
equipment; said SACRAMENTO CO.-YOLO CO. MOSQUITO ABAT. DISTRICT shall
allow the Yolo County Communications Department a reasonable amount of time
to arrive at the location where said equipment to be serviced, repaired, or
maintained is situated.

2. It is mutually agreed that the COUNTY OF YOLO shall charge, and the
SACRAMENTO COUNTY-YOLO COUNTY
MOSQUITO ABATEMENT DISTRICT shall pay to the COUNTY OF YOLO,
the following amounts as indicated for the services, repair, and maintenance
listed herein.

(a) Six (\$6.00) dollars per man hour shall be charged for labor.

All labor charges shall commence upon leaving the county shop
and will terminate upon return to the county shop.

(b) All parts and materials used by the Yolo County Communications
Department shall be charged for at the rate of COST PLUS 10%.

(c) Required F.C.C. measurements shall be charged at the rate of
five (\$5.00) dollars per transmitter; HOWEVER, it is further
agreed that the rates charged for this service does not include
labor or repairs to the equipment.

(d) Standard mobile installations shall be thirty (\$30.00) dollars
plus material.

(e) Removal of mobile units shall be six (\$6.00) dollars each.

Micro Filed

Micro Fiched

(f) The rate for the communications services related to the Central Communications Service of the Yolo County Communications Department shall be four dollars (\$4.00) per month per remote control unit and four dollars (\$4.00) per month per mobile unit operated by the SACRAMENTO CO. -YOLO CO. MOSQUITO ABATEMENT DISTRICT on the Local Government radio system owned and operated by the COUNTY OF YOLO, Communications Department.

3. It is mutually agreed that the SACRAMENTO COUNTY-YOLO COUNTY MOSQUITO ABATEMENT DISTRICT

_____ shall hold the COUNTY OF YOLO harmless for any damage or injury to person or property which may result from the failure, for any and all reasons, of the Yolo County Communications Department in fulfilling the terms of this agreement.

4. It is mutually agreed that this agreement shall remain in force until the same is terminated by either party hereto by giving sixty (60) days notice in writing to the other party of their intention to terminate same.

Dated this 23rd day of August 1965

W. E. Alencan
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

SACRAMENTO COUNTY-YOLO COUNTY
MOSQUITO ABATEMENT DISTRICT

Charles Gallagher
PRESIDENT

Paul Henigan
Secretary

ATTEST:

LAURENCE P. HENIGAN
COUNTY CLERK AND EX-OFFICIO CLERK
OF THE BOARD OF SUPERVISORS

BY John E. Lucas
Deputy Clerk

Micro Fiched

RECORDED
DOCUMENT
FILED

AUG 30 1965

LAURENCE B. HENIGAN, Clerk

By John C. [Signature]
Deputy

10927
AGREEMENT NO. 65-143

CONSENT TO

EASEMENT AGREEMENT

Assessment District # 105
El Macero Drainage

DOCUMENT NO. 65-9A

Micro Fiched

THIS AGREEMENT made and entered into this 9th day of August

1965, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as the "First Party", and C. BRUCE MACE RANCH, INC., hereinafter referred to as "Second Party".

WITNESSETH:

The Second Party hereby consents to the grant deed by the owner of record of the real property hereinafter described to the First Party for construction of a drainage ditch on, over, under and across that certain real property in the County of ~~Yolo~~ Yolo, State of California, described as follows:

PARCEL NO. 1:

All that portion of Sections 9 and 10, Township 8 North, Range 3 East, M. D. B. & M., described as follows:

Beginning at a two inch iron pipe Monument marking the west one-quarter of said Section 9, as shown and so designated on Sheet 8 of the Record of Survey entitled "Boundaries of the Glide "Tule Ranch" in Townships 7 and 8 North, Range 3 East, portion of the Boundaries of the Cowell Lands in T. 8 N., R. 3 E. and the Boundaries of the Layton Knags Property in Section 25 and 36, T. 8 N., R. 3 E., M. D. B. and M.," recorded in the office of the Recorder of Yolo County in Book 8 of Surveys at pages 30-38 inclusive; thence from said point of beginning along the north line of the south one-half of said Section 9, South 89° 19' 01" East 2622.41 feet to the center of said Section 9; thence South 00° 40' 59" West 80.00 feet; thence north-westerly, curving to the right on an arc of 1049.00 feet radius, said arc being subtended by a chord bearing North 82° 37' 12" West 244.66 feet; thence curving to the left on an arc of 951.00 feet radius, said arc being subtended by a chord bearing North 82° 37' 12" West 221.81 feet; thence North 89° 19' 01" West 1821.83 feet; thence curving to the left on an arc of 916.67 feet radius, said arc being subtended by a chord bearing South 83° 51' 47" West 217.71 feet; thence curving to the right on an arc of 1012.48 feet radius, said arc being subtended by a chord bearing South 80° 35' 47" West 125.50 to a point on the west line of said Section 9; thence along the west line of said Section 9 North 02° 33' 48" East 73.46 feet to the point of beginning; containing 1.986 acres, more or less.

BOOK 806 PAGE 78

Micro Fiched

PARCEL NO. 2:

All that portion of Sections 9 and 10, Township 8 North, Range 3 East, M. D. B. & M. described as follows:

Beginning at a point on the north line of the south one-half of said Section 9, said point being the east one-quarter corner of said Section 9, from which a two inch iron pipe monument marking the west one-quarter corner of said Section 9, as shown and so designated on Sheet 8 of the Record of Survey entitled "Boundaries of the Glide "Tule Ranch" in Townships 7 and 8 North, Range 3 East, portion of the Boundaries of the Cowell Lands in T. 8 N., R. 3 E., and the Boundaries of the Layton Knaggs Property in Sections 25 and 36, T. 8 N., R. 3 E., M. D. B. & M., "recorded in the office of the Recorder of Yolo County in Book 8 of Surveys at pages 30-38 inclusive bears North 89° 19' 01" West 5221.89; thence from said point of beginning South 89° 19' 01" East 1955.00 feet; thence South 25° 26' 18" East 172.63 feet thence North 89° 19' 01" West 115.00 feet; thence North 59° 16' 01" West 139.79 feet; thence North 89° 19' 01" West 1795.00 feet; thence North 00° 40' 59" East 85.00 feet to the point of beginning; containing 4.110 acres, more or less.

Micro Fiched

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation of claims on this account, or on account of the location, grade or construction of the proposed public improvement.

2. The County shall:

Compensate "Second Parties" for crop loss the total sum of Six Hundred Dollars (\$600.00).

Micro Fiched

3. The County's Contractor shall be solely responsible for and damage occurring to crops on lands adjacent to the hereinabove described easement.

IN WITNESS WHEREOF, the parties have executed this agreement the day
and year first above written.

"SECOND PARTY"

Micro Fiched

C. BRUCE MACE RANCH, INC.

By

Grant F. Mace
Vice Pres. C. B. Mace Ranch, Inc.

Recommended For Approval,

By

William E. Hume
Director of Public Works

COUNTY OF YOLO

W. E. Hume
Chairman of the Board of Supervisors,
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

Approved as to Form

Dated 8-23-65

Levin S. Thayer
County Counsel
of Yolo County

INDEXED

VOL. 806	PAGE 18
OFFICIAL RECORDS	
RECORDED AT REQUEST OF	
COUNTY of YOLO	
AUG 24 1965	
At 26 Min. Past 4 O'clock P. M.	
YOLO COUNTY, CALIFORNIA	
<i>Thayer</i>	Recorder
NO CHG.	

Micro Fiched

10927

BOOK 806 PAGE 80

RECORDED
DOCUMENT
FILED

AUG 30 1965

LAURENCE, P. HENIGAN, Clerk

By: John E. Thomas
Deputy

10925

AGREEMENT NO. 65-144

CONSENT TO

EASEMENT AGREEMENT

ASSESSMENT DISTRICT NO. 105

EL MACERO DRAINAGE

DOCUMENT NO. 65-22A

THIS AGREEMENT made and entered into this 9th day of August, 1965,
by and between the COUNTY OF YOLO, a political subdivision of the State of
California, hereinafter referred to as the "First Party", and C. BRUCE MACE
RANCH, INC., hereinafter referred to as "Second Party".

WITNESSETH:

Micro Fiched

The Second Party hereby consents to the grant of easement by the owners
of record of the real property hereinafter described to the First Party for
construction of a drainage ditch, on, over, under and across that certain real
property in the County of ~~Sacramento~~, State of California, described as follows:

Yolo

All that portion of that certain 219.347 acre tract of
land as shown on the Record of Survey entitled "Portion of
Sections 12 & 13, T. 8 N., R. 2 E., M. D. B. & M., "recorded
in the office of the Recorder of Yolo County in Book 9 of
Surveys, page 50, described as follows:

Beginning at the southeasterly corner of said 219.347 acre
tract of land; thence from said point of beginning along the
southerly boundary of said 219.347 acre tract of land the follow-
ing six (6) courses and distances: (1) South 71° 53' 19" West
116.85 feet, (2) South 79° 23' 19" West 311.10 feet, (3) South
76° 58' 19" West 245.53 feet, (4) South 74° 23' 19" West
112.91 feet, (5) South 74° 50' 19" West 447.33 feet, and (6)
South 80° 01' 19" West 348.87 feet to the southwesterly corner
of said 219.347 acre tract of land; thence along the south-
westerly boundary of said 219.347 acre tract of land North
00° 35' 31" East 79.55 feet; thence North 75° 53' 41" East
57.95 feet; thence North 79° 14' 01" East 298.98 feet; thence
North 74° 31' 28" East 282.54 feet thence North 75° 31' 54"
East 437.39 feet; thence North 79° 38' 21" East 455.78 feet;
thence North 86° 04' 37" East 46.17 feet to a point on the
southeasterly boundary of said 219.347 acre tract of land;
thence along the southeasterly boundary of said 219.347 acre
tract of land South 00° 44' 19" West 62.53 feet to the point
of beginning; containing 3.013 acres, more or less.

1. The parties have herein set forth the whole of their agreement.

The performance of this agreement constitutes the entire consideration for
said document and shall relieve the County of all further obligation of claims on
this account, or on account of the location, grade or construction of the
proposed public improvement.

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BOOK 806 PAGE 81

2. The County shall:

(a) Compensate "Second Party" for crop loss within the herein-
above described easement the total sum of Three Hundred Eighty-Five Dollars.
(\$385.00).

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3. The County's Contractor shall be solely responsible for any damage
occurring to crops on lands adjacent to the hereinabove described easement.

IN WITNESS WHEREOF, the parties have executed this agreement the day and
year first above written.

"SECOND PARTY"

C. BRUCE MACE RANCH, INC.

By Grant J. Chappell
Vice Pres & Secy.

By _____

Recommended for approval,

By _____

Director of Public Works

COUNTY OF YOLO

W. E. H. H. H.
Chairman of the Board of Supervisors,
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

Approved as to Form

Dated 8-23-65

Leslie J. H. H.
County Counsel
of Yolo County

VOL. 806	PAGE 87
OFFICIAL RECORDS	
RECORDED AT REQUEST OF	
COUNTY of YOLO	
AUG 24 1965	
At 27 Min. Past 4 O'clock P.M.	
YOLO COUNTY, CALIFORNIA	
Recorder	NO CHG.

INDEXED

10928

BOOK 806 PAGE 82

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FILED

AUG 23 1965

LAURENCE P. HENIGAN, Clerk

By John E. Lucas Deputy

AGREEMENT NO. 65-145

1 This Agreement made and entered into at Woodland, Micro Fished
2 California on the 23rd day of August, 1965 by and between
3 the County of Yolo, a political subdivision of the State of
4 California, hereafter called County, and John E. Montgomery
5 and West Davis Development Company a limited partnership, here-
6 after called Company:

7 W I T N E S S E T H

8 Whereas County and Company have under even date entered
9 into a Right-of-way Contract--Drainage Ditch, dealing with the
10 property described in document number 65-28A&28B in the form of
11 an easement; and,

12 Whereas County has agreed to pay to Company (Grantors in
13 said Right-of-way Contract) the sum of \$39,745.00 for said ease-
14 ment; and,

15 Whereas there are located in said easement two wells,
16 hereafter called existing wells, with equipment on each, for
17 which no compensation has been paid under said Right-of-way
18 Contract or otherwise; and,

19 Whereas it is the desire of the parties to agree by
20 this document as to payment for said wells and equipment; and,

21 Whereas the better of said existing wells presently
22 produces 1675.0 gallons of water per minute at 140 pounds
23 pressure;

24 NOW THEREFORE, it is hereby mutually understood and
25 agreed as follows:

26 1. That Company will:

27 a. Do or have done all things necessary and
28 proper including preparation of plans and specifications, to
29 drill, test, develop, and place in producing condition, an
30 irrigation water well, hereafter called alternate well, for
31 irrigation purposes capable of producing water of a quantity and
32 quality at least equal to that of the better of said existing

Micro Fished

1 wells; obtain at least three (3) bids for the work to be done;
2 submit such bids for review and approval by the Director of
3 Public Works of the County prior to award of the work; and award
4 the work pursuant to such approval.

5 b. Said alternate well shall be located
6 on the real property located in the County of Yolo, State of
7 California, which is adjacent to said easement, and which is
8 presently under option to West Davis Development Company from
9 John E. Montgomery, and described is said option as Parcel Two,
10 hereafter called said Parcel Two.

11 c. Said alternate well shall be drilled at
12 any time determined by Company within one (1) year of the date
13 of this agreement or upon demand after September 1, 1965, by the
14 Contractor, hereafter called said Contractor, who has been award-
15 ed the Construction Contract under Assessment District No. 105,
16 El Macero Drainage, whichever first occurs.

17 d. Company will utilize on said alternate well,
18 such of the equipment from said existing wells, not including
19 casing, as may be suitable and proper to place said alternate
20 well into production as hereunder required, and shall have trans-
21 ferred said equipment from its delivery point to Company hereafter
22 provided for to said alternate well, and shall cause the same to
23 be installed thereon, provided that if said equipment is not
24 so suitable and proper, Company will procure the equipment neces-
25 sary to place said alternate well into production as hereunder
26 required.

27 e. In the event that a dry hole or dry holes
28 are encountered by Company in carrying out the provisions of this
29 agreement, Company shall continue to proceed until the producing
30 well called for in this agreement is obtained.

31 f. Company agrees to removal of existing westerly
32 well by said Contractor after September 1, 1965 and existing

1 easterly well by said Contractor after September 15, 1965.

2 2. That County will:

3 a. Not permit said Contractor in any manner
4 to interfere with the production or transportation of water from
5 said existing wells to the land now under irrigation thereby
6 until after September 1, 1965 on the westerly well and September
7 15, 1965 on the easterly well.

8 b. That County will procure at its sole cost
9 and expense the removal of the equipment from said existing wells
10 and the delivery of said equipment in usable condition to
11 Company on said Parcel Two at a point determined by Company ad-
12 jacent to said easement. County agrees that all of said equip-
13 ment not used by Company on said alternate well shall be the
14 property of and belong to Company.

15 c. That County will, upon completion of said
16 alternate well, pay to Company forthwith upon demand of Company
17 and presentation to County by Company of supporting vouchers or
18 statements, through the Escrow created for payment under said
19 Right-of-way Contract, all of the following:

20 (1) All costs incurred by Company in
21 carrying out the provisions of paragraph 1.a., 1.d., and 1.e.,
22 of this agreement; said payment to be considered a compensation
23 to Company for removal of the better of said existing wells.

24 (2) An additional sum equal to so much of
25 the cost incurred by Company in carrying out the provisions of
26 paragraph 1.a. of this agreement as was incurred by Company under
27 said paragraph to procure only the drilling and testing of the
28 producing well itself which is finally obtained by Company under
29 this agreement. There shall not be included in such costs, any
30 costs in connection with any dry hole or dry holes or with the
31 transfer or installation of equipment after drilling and testing
32 of said well. Payment hereunder to be considered compensation to

1 Company for removal of the poorer of said existing wells. Micro Fiched

2 d. That if demand is made by said Contractor
3 for such alternate well and as a result of compliance with such
4 demand there is necessarily inflicted any damage to the crops lo-
5 cated on said Parcel Two grown during the 1965 crop year, that
6 County will upon demand of the person or persons legally entitled
7 thereto, pay forthwith to such person or persons damage for such
8 crop in an amount equal to a sum determined by multiplying the
9 number of acres and fractions thereof of such damaged crop by
10 the rate of \$200.00 per acre. (DOCUMENT NO. 65-280)

11 IN WITNESS WHEREOF, the parties have executed this agree-
12 ment the day and year first above written.

13 GRANTORS

14 John E. Montgomery
15 John E. Montgomery

16 WEST DAVIS DEVELOPMENT COMPANY,
17 A limited partnership.

18 By John B. Simms

19 COUNTY OF YOLO

20 by W. E. Duncan

21
22 Recommended for Approval:

23 By Alton Vagne
24 Director of Public Works

25 Date: 8/16, 1965

26
27 Approved as to Form:

28 By Louis E. McCarver
29 County Counsel

30 Date: 8/16/65, 1965

31
32 Micro Fiched

FILED

SEP 29 1965

CALIFORNIA STATE DEPARTMENT OF PUBLIC HEALTH

YOLO COUNTY
AGREEMENT NO. 65-146

LAURENCE P. HENIGAN, Clerk

By *[Signature]* Deputy

Project No: MG 060 (66)

Contract No: 300

Migrant Health Project Grant Agreement

XEROX COPY

This agreement is made and entered into this First day of July, 1965 at Berkeley, California, by and between the State of California, through its Department of Public Health, hereinafter called the State, and the County of Yolo hereinafter called the Contractor.

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WITNESSETH: WHEREAS, the Congress of the United States, through the Public Health Service of the Department of Health, Education and Welfare, has made a grant to the State of California to assist in improving health services for domestic agricultural migratory workers and their families, including the establishment and operation of family health service clinics; and

WHEREAS, local health departments and other public agencies, or nonprofit private agencies, institutions or organizations in California may qualify for these migrant health funds in support of projects approved by the State, and

WHEREAS, the Contractor has submitted to the State an Application for Migrant Health Project Grant, attached Exhibit B, and

WHEREAS, said application has been approved in its amended form for funding by the State,

NOW, THEREFORE, it is mutually agreed as follows:

1. The Contractor will carry out the services according to attached General Terms and Conditions, marked Exhibit A, and said approved project application, marked Exhibit B, which Exhibits A and B are by this reference made a part hereof.
2. The period of this contract shall be from July 1, 1965 to June 30, 1966
3. Periodic progress reports and a final report of project operations shall be submitted to the State.
4. State shall reimburse the Contractor not more frequently than quarterly, for actual expenditures in accordance with the budget herein contained, upon receipt of invoices in triplicate. The total liability of the State under this contract shall not exceed \$ 18,493
5. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
6. The attached Fair Employment Practices Addendum (standard form 3) by reference hereto is incorporated as part of this contract.

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Agreement No. 65-146

Project No. MG 06C (66)

Contractor:

Contract No. 300

IN WITNESS WHEREOF, this agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

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I certify that all conditions for exemption have been complied with and this contract is exempt from Department of General Service's approval.

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

By

Donald Johnston
Assistant Chief,
Division of Administration

Contractor YOLO COUNTY

By

W. E. Rinehart
Chairman, Board of Supervisors

Approved as to Form

Date 8-19-65

Levin S. Alvarado
County Counsel
of Yolo County

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Support Item 161 CH 757/65 65/66
General Fund
Health Prog. for Farm Workers
Families

DO NOT WRITE IN THIS SPACE

Amount of this Estimate \$ 18,493.00

MG 06C (66) 037-40
I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance (After Revision No. _____).

J. McClary
Accounting Officer

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

Farm Workers Health Services

GENERAL TERMS AND CONDITIONS

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MIGRANT HEALTH PROJECT CONTRACTS

Contracts for Migrant Health Projects supported by Public Health Service Migrant Health Grant Funds granted to the California State Department of Public Health, and all reimbursements thereunder are subject to the following:

1. USE OF FUNDS

- A. Funds may be expended pursuant to the contract only for the purposes specified in the approved attached project application and in accordance with applicable Federal, State and local laws and regulations.

Funds may be used for the following direct costs: salaries and necessary travel expenses of professional, technical and supporting personnel; rental of space (including minor renovations and repairs); purchase of equipment, supplies and services; and such other specifically authorized expenses as may be essential to carry out the project. Where personnel work only part-time on the project, only that portion of their salaries and travel attributable to project operations may be paid from contract funds. Supporting time, salary and travel records must be kept in such instances.

If specifically provided in the approved project application, contract funds may be used for the purchase of medical and dental services provided in family health service clinics and for purposes of experimenting with or demonstrating efficient, effective and economical methods of providing and financing personal health care through group payment arrangements for hospital out-patient clinic services or other types of community health services.

- B. The Contractor will assume indirect (overhead) costs incurred in carrying out the project.
- C. Funds may not be budgeted or used for the acquisition of land, acquisition or construction of buildings, foreign travel, dues payable to professional societies and organizations, costs of hospitalization or for medical or dental services except as authorized under Paragraph A.
- D. Funds used for the purchase of medical and dental services (see Paragraph A) may not be increased or decreased by transfer into or out of any category of the budget, as approved, without a contract amendment. With respect to funds approved for other expenditures it is expected that the distribution of costs between categories of expenditures will follow the approved budget by

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the Contractor without specific approval if such transfers in the contract period do not result in a cumulative increase in any budget category of more than 25 percent or \$1,000.00, whichever is greater. Where (1) a larger transfer is involved, or (2) a transfer, regardless of the amount, would result in a significant change in the character or scope of the project, an approved amendment must be secured.

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- E. All encumbrances of contract funds must be incurred and supported by a valid encumbering document within the approved contract period, and unless otherwise authorized, liquidated within two years of the date on which the encumbrance was incurred.

2. REIMBURSEMENT PROCEDURES

The State shall reimburse the Contractor not more frequently than quarterly, upon submission of an invoice in triplicate reporting actual expenditures in the same detail as the budget in the project application, and in a form acceptable to the State.

3. FEES

To the extent authorized by State or local law, Contractors may collect fees for health services provided in connection with the operation of the contract and are authorized to use such fees for project operations as approved or amended in addition to the contract funds without amending the contract. Contractors shall be accountable to the State for an amount of funds equivalent to the total of the fees collected in addition to the amount of funds received in payments under the contract. This accountability may be satisfied (1) through the expenditure of such funds (contract expenditures plus fees collected for activity) on the project; (2) through refund of any unexpended funds to the State; or (3) through an equivalent reduction in subsequent State payments for contract expenditures.

4. EQUIPMENT ACCOUNTABILITY

The title to equipment purchased with contract funds will be vested in the Contractor. Equipment so purchased must continue to be accounted for as such after the contract period and must continue to be used for migrant health services; or, if disposed of or transferred to other use, an amount equivalent to the then value of the equipment must be refunded to the Public Health Service. The State may require as a condition of the contract that highly specialized or expensive equipment purchased from contract funds be made available for use in other migrants' health services elsewhere in California when it is not needed by the Contractor for the purpose for which it was acquired.

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5. RECORDS AND REPORTS BY CONTRACTOR

- A. The Contractor must maintain necessary program and financial records to facilitate submission of required reports and the conduct of project operations review and fiscal audits.

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- B. Financial reports will be required quarterly. (A different reporting schedule may be arranged for contracts of short duration.)

A separate fund account shall be maintained for the project, unless subsidiary accounts are maintained to reflect total receipts and expenditures for the project by fund source and object classification. A separate control by source and object classification shall be maintained to record such data. Expenditures reported for the project shall include any obligations incurred with the contract period. These accounts, supporting invoices, warrants, records of fees collected, payrolls, etc., shall be retained until the Federal and/or State fiscal audit is completed and any questions arising from it resolved. Records adequate for the identification and location of property purchased in whole or in part with contract funds also shall be maintained.

6. SITE VISITS AND AUDITS

- A. The State may arrange for site visits by State and Federal representatives for the purpose of reviewing and evaluating project operations.
- B. Fiscal audit will be made by representatives of the State and/or the Federal Government, and Contractors will receive a report of their findings. For auditing purposes, all records (see Paragraph V) must be accessible to these representatives.

7. TERMINATION OF CONTRACTS AND REPAYMENT OF CONTRACT FUNDS

- A. In the event a Contractor fails to comply with State and Federal law, regulations, or these terms and conditions, or fails to carry out the project as approved and pursuant to the contract, the State may, on reasonable notice to the Contractor, withhold further payments and terminate the contract.
- B. Any unencumbered balance in or due the contract account, as determined by audit, at the termination of the contract must be refunded to the State.

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8. PUBLICATION, COPYRIGHT, AND PATENT POLICIES

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- A. In the absence of stated specific conditions to the contrary, the Contractor may publish information about the operations and findings of the contract without prior approval from the State. However, it is requested that authors acknowledge State and Federal funds by including the following note:

This (project or study) was supported in part by a Migrant Health Project Grant from the Public Health Service to the California State Department of Public Health.

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The Contractor is requested to furnish to the State, whenever possible, thirty reprints of publications which derive from, describe or analyze the findings resulting from contract operations.

- B. Unless there are specific conditions to the contrary, the author of a book or material which is to be published privately, and which will include information on the project operations may copyright the work and proceed with publication as if the State and Federal Governments had not supported the project.
 - C. If any invention arises or is developed in the course of the work aided by the contract, the Contractor will refer to the California State Department of Public Health and the Public Health Service for determination whether patent protection on such invention should be sought, and how the rights in the invention, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest. The term "invention" includes, but is not limited to, improvements or discoveries, including innovations (or the new use) of a process, art, or method, machine, and manufacture or composition of matter.
9. The Contractor agrees that he will comply with the Civil Rights Act of 1964 (P.L. 88-352) to the end that, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in; be denied the benefits of, or be otherwise subjected to discrimination under any program or activity which is supported by Federal Funds. In the event of non-compliance such Federal Funds will be withheld until compliance can be assured. Invoices will certify that services performed under this contract have been provided in compliance with Civil Rights Act of 1964.
10. The Contractor agrees to comply with the provisions of attached Form 3, Fair Employment Practices Addendum, which Form 3 is by this reference made a part hereof.

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FAIR EMPLOYMENT PRACTICES ADDENDUM

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1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

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U.S. DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE
Public Health Service
Division of Community Health Services
Washington 25, D.C.

Form Approved
Budget Bureau No. 69-R010

GRANT NUMBER

APPLICATION FOR MIGRANT HEALTH PROJECT GRANT

11111111

NOTE: This form is printed on NCR (no carbon required) paper which permits completion of the form without inserting carbon paper between the copies. Please handle carefully so as to minimize mudding. See first page of enclosed INSTRUCTIONS for number of copies to be prepared and submittal procedure.

1. TYPE OF APPLICATION (Please check one)	2. GRANT PERIOD (Not to exceed 12 months)	3. CURRENT AMOUNT REQUESTED	TENTATIVE REQUESTS FOR FUTURE YEARS
☐ New Project Proposal ☒ Continuation Request ☐ Project Revision	From: <u>July 1, 1965</u> (Month-Day-Year) Through: <u>June 30, 1966</u> (Month-Day-Year)	<u>\$ 18,493</u>	\$ _____ \$ _____

4. PROJECT TITLE (Should be brief but descriptive)

NURSING CARE & HEALTH SUPERVISION FOR FAMILIES OF MIGRANT WORKERS

5. NAME AND ADDRESS OF APPLICANT AGENCY OR INSTITUTION Yolo County Health Department P.O. Box 592 Woodland, California	6. NAME, TITLE, AND ADDRESS OF PROJECT DIRECTOR Herbert Bauer, M.D., Public Health Dir. Yolo County Health Department Woodland, California
7. NAME OF PAYEE County of Yolo	8. ADDRESS OF PAYEE Courthouse, Woodland, California

9. AGREEMENT

It is agreed and understood that funds granted as a result of this application are to be expended solely for the purpose set forth herein and in compliance with the applicable terms and conditions as established by the Public Health Service; and that the grant may be revoked in whole or in part at any time by the Public Health Service in the event the funds are not so utilized.

Herbert Bauer, M.D., Public Health Dir. [Signature] 2/26/65
 (Name and Title of Authorized Signatory) (Signature) (Date)

10. CERTIFICATION BY STATE HEALTH OFFICER (Check one and attach any comments or explanations)

- ☐ I recommend that this application be approved.
☐ I do not recommend that this application be approved.

 (Signature of State Health Officer) (Date)

11. CERTIFICATION BY PHS REGIONAL HEALTH DIRECTOR (Check one and attach any comments or explanations)

- ☐ I recommend that this application be approved.
☐ I do not recommend that this application be approved.

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 (Signature of Regional Health Director) (Date)

XERO COPY XERO COPY XERO COPY XERO COPY XERO COPY XERO COPY

YOLO COUNTY

12. BUDGET

For the period July 1, 1965

(month, day, year)

through

June 30, 1966

(month, day, year)

A. PERSONNEL (List all positions, including Project Directors.
Amounts requested must not exceed proportion of
total computed from percent of time spent on project).

	PERCENT OF TIME SPENT ON PROJECT	ANNUAL SALARY	AMOUNT REQUESTED FROM PHS	AMOUNT AVAILABLE FROM OTHER SOURCES
1 Public Health Nurse	100	\$5,784	\$5,784	
1 Public Health Nurse	100	5,808	5,808	(See Attached for detail)
1 Intermediate Typist Clerk	50	3,976	1,988	
1 Intermediate Typist Clerk	50	3,700	1,850	

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SUBTOTAL

\$15,430

\$10,860

B. EQUIPMENT (itemize)

SUBTOTAL

C. SUPPLIES (itemize by major types)

Educational material
Drugs
Clinic Supplies
Office Supplies

\$500

SUBTOTAL

\$500

D. TRAVEL (itemize by major purpose)

Transportation by private car @ 10¢ first 300 miles
8¢ thereafter

\$1,000

SUBTOTAL

\$1,000

E. OTHER (itemize)

Employee benefits

\$2,063

SUBTOTAL

\$2,063

F. TOTAL OF ITEMS A THROUGH E

TOTAL

\$18,493

\$11,360

G. TOTAL PROJECT BUDGET (Sum of both columns in item F)

\$29,853

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12. BUDGET		For the period		July 1, 1965 (month, day, year)		through		June 30, 1966 (month, day, year)	
A. PERSONNEL (List all positions, including Project Directors. Amounts requested must not exceed proportion of total computed from percent of time spent on project.)				PERCENT OF TIME SPENT ON PROJECT	ANNUAL SALARY	AMOUNT REQUESTED FROM PHS	AMOUNT AVAILABLE FROM OTHER SOURCES		
Public Health Director				10%	\$16,800		\$1,680		
Director of Nursing				10%	7,875		787		
Supervisor of Nurses				10%	7,035		703		
4 Sanitaricians				25%	28,469		7,117		
Administrative Assistant				10%	5,736		573		
Note: Health insurance is available in half-time positions, hence item for 5 employees.									
SUBTOTAL							\$10,860		
B. EQUIPMENT (Itemize)									
SUBTOTAL									
C. SUPPLIES (Itemize by major types)									
SUBTOTAL									
D. TRAVEL (Itemize by major purpose)									
SUBTOTAL									
E. OTHER (Itemize)									
SUBTOTAL									
F. TOTAL OF ITEMS A THROUGH E									
TOTAL									
G. TOTAL PROJECT BUDGET (Sum of both columns in item F)									

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MICRO FILM

MICRO FILM

STATE OF CALIFORNIA
STANDARD AGREEMENT
PUTAH CREEK ANGLING ACCESS

Yolo County
Agreement No. 65-147

NUMBER WC-314

Micro Filmed

THIS AGREEMENT, Made and entered into this 23rd day of August, 1965, at
Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected or
appointed, qualified and acting

Director Department of Fish and Game
Title of officer acting for State Department or other agency
hereinafter called the State, and

County of Yolo
hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations
of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or
completion, and attach plans and specifications, if any.)

WHEREAS, the parties hereto desire to rehabilitate certain facilities damaged by unusual
flood conditions of December, 1964, at the existing Putah Creek public angling access in
Yolo County, on a cooperative basis; and

WHEREAS, the Wildlife Conservation Board allocated funds on January 26, 1965, for this
purpose;

NOW THEREFORE, pursuant to Section 1350 of the Fish and Game Code, it is mutually agreed
as follows:

A. Contractor agrees to furnish all labor, tools, materials, permits and equipment
necessary to reconstruct said facilities at the public fishing access site sub-
stantially as follows:

(con't)

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, This agreement has been executed, in quadruplicate, by and on behalf of the parties hereto,
the day and year first above written.

STATE OF CALIFORNIA

Department of Fish and Game

Name of State agency

By [Signature]
Administrative Officer

Title

Contractor County of Yolo

(If other than an individual, state whether a corporation, partnership, etc.)

By [Signature]
Chairman, Board of Supervisors,
County of Yolo, State of California
Yolo County Courthouse
Woodland, California.

(Continued on 1 sheets, each bearing name of Contractor)

FILED

F.Y. OCT 19 1965

LAURENCE P. HENIGAN, Sec. of

To Be Charged Against
APPROPRIATION
FUNCTION OR FUND
LINE ITEM ALLOTMENT

Amount of this Estimate

Unencumbered remainder after posting this estimate to Allotment Expenditure Ledger

Adjustment increasing encumbrances

Adjustment decreasing encumbrances

WILDLIFE CONSERVATION BOARD

I Herby Certify upon my own personal knowledge that
budgeted funds are available for the period and purpose of the
expenditure stated above. (After T.B.A. No. _____ of
B.R. No. _____)

Approved By: [Signature]

Date: 10-21-65

Signature of Accounting Officer

Micro Etched

1. Repair asphalt paving, access roads and shoulders as required.
 2. Relocate portable sanitary facilities.
 3. Replace signs and garbage cans as required.
 4. Replace two portable sanitary facilities.
- B. Upon satisfactory completion of the work, the State agrees to reimburse the Contractor upon receipt from the Contractor of invoices in triplicate therefor, itemized as to actual and direct expenses of salaries, wages, materials and sales tax thereon, equipment rental (both from Contractor's equipment pool and outside sources), and subcontracted work for the work completed by the Contractor in the reconstruction of said public fishing access in the amount not to exceed Two thousand, three hundred fifty dollars (\$2,350), or the Contractor's actual cost, whichever is lesser.
- C. Changes in work as described may not be made without written request by the Contractor, including detailed cost analysis, and following receipt of written approval thereof from the State.
- D. The records of the Contractor shall be subject to audit and approval by the State. Contractor shall maintain adequate records for such audits in form approved by the State. Expenditures not approved by the State shall be borne by the Contractor.
- E. In the event of a breach of any of the covenants contained herein on part of the Contractor to be kept and performed, Contractor shall promptly remedy such breach at its sole cost and expense. If the Contractor fails to do so within a reasonable time the State has the right to terminate this agreement upon thirty (30) days' notice and without prejudice to any of its other rights.
- F. The Contractor shall not assign this agreement in whole or in part without written consent of the State first had and obtained, but nothing herein contained shall be construed as precluding the Contractor from subcontracting any or all of the work herein described.
- G. Nothing herein contained shall be construed to exempt any work to be performed by the Contractor from the provisions of Part 1 (commencing with Section 1720), Division 2 of the Labor Code.
- H. The Contractor agrees to indemnify and save harmless the State, its officer, agents, and employees from any and all claims and losses to any person, firm, or corporation arising out of the exercise by the Contractor of its rights and obligations under this agreement.
- I. The Contractor agrees to commence work within thirty (30) days of written notice from the State to proceed, and to complete all of said work as herein specified to be done by the Contractor within sixty (60) days thereafter.

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1. The State hereby agrees to pay for the services and materials at the times, in the manner and for the consideration, herein expressed.

2. The Contractor agrees to indemnify and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workman's compensation insurance at Contractor's own cost and expense.

3. The parties hereto agree that the Contractor, and any agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

4. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

5. This agreement is not assignable by Contractor either in whole or in part.

6. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

7. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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SEP 27 1964

FAIR EMPLOYMENT PRACTICES

In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices, Standard Form 809, to be provided by the awarding authority setting forth the provisions of this Fair Employment Practices section.

(2) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice, Standard Form 808, to be provided by the awarding authority, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(3) The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment Practices Commission, the awarding authority or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

(4) A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's prequalification rating, if any, and for refusing to establish, re-establish or renew a prequalification rating for the Contractor.

The awarding authority shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his prequalification rating will be revoked at the expiration of such period.

(5) The Contractor agrees, that should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this contract, then pursuant to Labor Code sections 1735 and 1775, the Contractor shall, as a penalty to the awarding authority, forfeit for each calendar day, or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor from the State of California.

(6) (a) Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to prevent the awarding authority of the State of California from pursuing any other remedies that may be available at law.

(b) Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to require or permit the hiring of aliens on public works, as prohibited by the provisions of section 1850 of the California Labor Code, or an employee not permitted by the National Labor Relations Act.

(7) Prior to award of the contract, the Contractor shall certify to the awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:

(a) The Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.

(b) The Contractor shall provide evidence, as required by the awarding authority, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.

(c) The Contractor shall file a basic compliance report, Standard Form 810, "Compliance Report" for all contracts in excess of \$5,000.00 and Standard Form 811 for all contracts of \$5,000.00 or less as required by the awarding authority. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.

(d) Personally, or through his representatives, the Contractor shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement which will:

1. Spell out responsibilities for non-discrimination program in hiring, referral, upgrading and training.

2. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.

(e) The Contractor shall notify the contracting agency of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its prequalification.

(8) The Contractor will include the provisions of the foregoing paragraphs 1 through 7 in every first tier subcontract, so that such provisions will be binding upon each such subcontractor.

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ADDENDUM TO GENERAL CONDITIONS APPLICABLE ONLY TO CONTRACTS INVOLVING REINDEMENT
IN WHOLE OR IN PART BY THE UNITED STATES OF AMERICA

NONDISCRIMINATION IN EMPLOYMENT CONTRACT PROVISION

In connection with the performance of work under this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and of the rules, regulations and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and by the rules, regulations and orders of the said Committee, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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A G R E E M E N T

YOLO COUNTY
AGREEMENT NO. 65-148

THIS AGREEMENT, made and entered into this 30th day of August, 1965, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as the County, party of the first part, and the CALIFORNIA STATE CHAMBER OF COMMERCE, AGRICULTURE AND INDUSTRY, a non-profit corporation organized and existing under the laws of the State of California, hereinafter referred to as the State Chamber, party of the second part,

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W I T N E S S E T H :

THAT WHEREAS the Board of Supervisors of the County is, by the provisions of section 26100 of the Government Code of the State of California, authorized to levy a special tax to be used for advertising, exploiting, and making known the resources of the County for the purpose of inducing immigration to and increasing the trade and commerce of the said County, and for advertising, for said purposes, the agricultural, horticultural, viticultural, mineral, industrial, commercial, climatic, recreational, and other resources or advantages of the County; and

WHEREAS the said State Chamber is a non-profit corporation organized for the purpose, among others, of advertising, exploiting, and making known the resources of the various counties of the State, for the purpose of inducing immigration to such counties and increasing the trade and commerce thereof, and advertising the resources of such counties; and

WHEREAS the said Board of Supervisors of the County does not have all the facilities for advertising, exploiting, and making known the resources of the County for the aforesaid purposes and the said Board of Supervisors, in its judgment, believes that the said State Chamber is competent to perform such services for the County, and has determined that a portion of its advertising funds could best be utilized and the purpose for which said funds have been set aside could best be served by engaging the services of said State Chamber to advertise and make known the resources of the County for the aforesaid purposes, and

LAURENCE P. HENEGAN, Clerk
By *State Chamber*
Deputy

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SEP 22 1965

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Agree. No. 65-148

WHEREAS the said Board of Supervisors of the said County, by ~~resolution~~ adopted at a meeting of the Board held on the 30th day of August, 1965, did agree to engage the services of the said State Chamber, for the aforesaid purposes, and to compensate said State Chamber for such services from the funds of the County, and did further authorize the Chairman of the said Board of Supervisors to enter into a written agreement to that effect with the said State Chamber, Micro Fiched

NOW THEREFORE IT IS AGREED by and between the parties hereto, that during the period from July 1, 1965 to and including June 30, 1966, the said State Chamber has performed and will continue to perform the following services advertising, exploiting, and making known the various resources of the County, for the purpose of inducing immigration thereto and increasing the trade and commerce thereof, namely:

1. Has maintained and will continue to maintain an adequately staffed Economic Development and Research Department which has performed and will continue to perform the following services:

- A. Provide basic economic data on all resources of the County, natural, industrial, and agricultural, and make such data available to inquirers, prospective residents, settlers, and business firms.
 - B. Provide and publish economic survey reports dealing with individual subjects, such as income, population, mineral production, manufacturing, agricultural production, retail trade, and other items showing the comparative standing of the various counties of the State in these respects.
 - C. Provide information as to sources for suppliers of various California manufactured products and from time to time prepare specific lists of such suppliers and give national distribution to such reports, thus increasing the commerce of various counties, including YOLO COUNTY.
- Micro Fiched

D. In cooperation with the State Chamber's Industrial Development Committee, continue to encourage the preparation of Standard Industrial Survey Reports for various communities, and give state and national distribution of such reports when prepared, to individuals and business firms wishing to locate in California, so that such individuals and firms may compare the resources of various areas and counties, including YOLO COUNTY to determine the most desirable plant sites for such businesses.

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E. Maintain a Library and Information Service, to answer written and oral inquiries from some several thousand persons and firms each year, thus giving extensive advertising to the resources of the various counties, including YOLO COUNTY.

2. Has maintained and will continue to maintain a Travel and Recreation Department which, through its various activities and publications, assists in the development of recreational resources of all counties, including YOLO COUNTY, and advertises existing recreational resources, as well as any special celebrations or events scheduled to be held in said YOLO COUNTY, in order to attract visitors and increase the trade and commerce of said County.

3. Has maintained and will continue to maintain a Natural Resources Department which, through the activities of its various committees, carries on programs of importance to all counties, including YOLO COUNTY, in the following areas:

A. Protection of forest resources against damage by fire and pests, with resultant protection of watersheds, and sound utilization of such forest resources for lumber production, grazing lands, and recreational areas.

B. Protection of fish and game resources, through sound management, so that such resources may be available to commercial interests and sportsmen and increase travel to the County.

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C. Sound development of California's water resources, including the water resources of the County.

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4. Has maintained and will continue to maintain an Agricultural Department, to furnish assistance to all counties, including YOLO COUNTY, by the development of sound marketing programs to assist in the marketing of agricultural products, and by assisting in the development of programs for control of agricultural pests, thus increasing the agricultural trade and commerce of the County.

5. Has maintained and will continue to maintain a Highway Department which, through the activities of its committees and the staff assigned to it, has aided and will aid in inducing immigration to said YOLO COUNTY and increase its trade and commerce by promoting improvement of the highways leading into and through said County, and by assisting in presenting the highway problems and needs of said County to representatives of the other counties throughout the state and to state and federal officials, in the interest of exploiting the resources of said County.

IT IS FURTHER AGREED by and between the parties hereto, that the said County, for and in consideration of the performance of the aforesaid and similar services by the said State Chamber, in advertising and exploiting the County's resources for the purpose of inducing immigration to the County and increasing its trade and commerce, does hereby agree to pay to the said State Chamber the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) during the fiscal year 1965-66.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed in duplicate on the day and year first hereinabove written by their officers thereunto duly authorized.

COUNTY OF YOLO

By

W. E. Henigan
Chairman, Board of Supervisors

LAURENCE P. HENIGAN

County Clerk and Ex-officio Clerk
Board of Supervisors

By

John E. Lucas
DEPUTY

CALIFORNIA STATE CHAMBER OF COMMERCE
AGRICULTURE AND INDUSTRY

By

Wilton McKeague
President

Cliff Babbington
General Manager

Micro Fiched

FILED

SEP-7 1965

LAURENCE P. HENIGAN, Clerk
By Pete E. Lucas
Deputy

AGREEMENT NO. 65-149

(Yolo County Communications Department Service Agreement)

Micro Fiched

THIS AGREEMENT made and entered into by and between
the COUNTY OF YOLO, and WASHINGTON FIRE PROTECTION
DISTRICT

each a governmental entity, organized and existing under and by
virtue of the laws of the State of California,

W I T N E S S E T H:

WHEREAS, the parties heretofore made and entered into
a Yolo County Communications Department Service Agreement
dated FEBRUARY 10, 196 4 and numbered Agreement No.
64-16; and

WHEREAS, it is the desire of the parties to amend the
mentioned agreement to provide for a modified labor charge,

IT IS HEREBY MUTUALLY AGREED that Paragraph 2(a) of
the mentioned agreement is hereby amended to read as follows:

"Seven dollars (\$7.00) per man hour shall be
charged for labor.

"All labor charges shall commence upon leaving
the County shop and will terminate upon return to the
County shop."

DATED this 7th day of September, 196 5. Micro Fiched

Pete E. Lucas
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas
(SEAL)

DEPUTY

ATTEST:

Thomas Reynolds
Chairman, Board of Fire Commissioners
Washington Fire Protection District

FILED

SEP 13 1965

LAURENCE P. HENIGAN, Clerk

By TRINIDAD CORBETT

Deputy

AGREEMENT NO. 65-150

THIS AGREEMENT made and entered into this 7th ^{Micro Fiched} day of September, 1965, by and between the County of Yolo, State of California, hereinafter referred to as COUNTY and Retailers Credit Association of Yolo County, Woodland, California, hereinafter referred to as RCA,

W I T N E S S E T H:

WHEREAS, the Yolo County Probation Office, a department of the County of Yolo, requires the services of a collection agency to collect accounts outstanding; and

WHEREAS, RCA is an established collection agency operating within the County of Yolo, and is willing to aid the Yolo County Probation Office in the collection of their outstanding accounts,

FOR AND IN CONSIDERATION as specified below, the parties agree as follows:

1. RCA AGREES:

- (a) To accept any assignment of Yolo County Probation Office accounts given to it for collection and to expend its best efforts to recover thereon.
- (b) To accept as assignments a copy of the billings as used by the Yolo County Probation Office.
- (c) To remit to Yolo County Probation Office sixty-six and two-thirds (66 2/3%) per cent of money, except that any accounts assigned hereunder which are or have been under the control of either the Public Administrator or Public Guardian of Yolo County, one hundred (100%) per cent of all moneys collected shall be remitted to the Yolo County Probation Office. ^{Micro Fiched}
- (d) To render statements to the Yolo County Probation Office as of the 25th day of each month showing name

of debtor and the amount recovered together with the total recovery.

- (e) To review all assigned accounts at six (6) months intervals and to return the accounts to the Yolo County Probation Office only when it has determined from an investigation that the account is uncollectible.
- (f) To add no interest charge to any of the assigned accounts.

2. COUNTY AGREES AS FOLLOWS:

- (a) To assign to RCA all accounts that the Probation Officer of the Yolo County Probation Department in his discretion deems necessary.
- (b) To make no assignments of any Yolo County Probation Office accounts to any other collection agency.

3. The parties hereto further agree that this agreement may be revoked by either party upon thirty (30) days' written notice to the other and any accounts assigned to RCA for collection shall remain with RCA under the terms hereinabove set forth.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

COUNTY OF YOLO, a political sub-division of the State of California

By

Wm E. Shuman
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

RETAILERS CREDIT ASSOCIATION

By

James D. [Signature]

FILED

SEP 22 1965

LAURENCE P. HENIGAN, Clerk

By DETE P. LUCAS

11720

AGREEMENT NO. 65-151

CONSENT TO

ASSESSMENT DISTRICT NO. 105
EL MACERO DRAINAGE

DOCUMENT NO. 65-9B

EASEMENT AGREEMENT

By DETE P. LUCAS THIS AGREEMENT made and entered into this 20 day of August, 1965,

by and between the COUNTY OF YOLO, a political subdivision of the State of California,
hereinafter referred to as the "First Party", and C. BRUCE MACE RANCH, INC., and
SCOTT YAMAMOTO, hereinafter referred to as "Second Parties".

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WITNESSETH:

The Second Parties hereby consent to the grant deed by the owners of record of the
real property hereinafter described to the First Party for construction of a drainage ditch,
pumping plant and appurtenances, on, over, under and across that certain real property in
the County of Yolo, State of California, described as follows:

All that portion of Sections 9 and 10, Township 8 North,
Range 3 East, M. D. B. & M., described as follows:

Beginning at a point on the north line of the south
one-half of said Section 9, said point being the center of
said Section 9, from which a two inch iron pipe monument
marking the west one-quarter of said Section 9, as shown
and so designated on Sheet 8 of the Record of Survey entitled
"Boundaries of the Glide 'Tule Ranch' in Townships 7 and 8
North, Range 3 East, Portion of the Boundaries of the Cowell
Lands in T. 8 N., R. 3 E., and the Boundaries of the Layton
Knaggs Property in Section 25 and 36, T. 8 N., R. 3 E.,
M. D. B. & M.", recorded in the office of the Recorder of
Yolo County in Book 8 of Surveys at pages 30-38 inclusive
bears North 89° 19' 01" West 2622.41 feet; thence from said
point of beginning South 89° 19' 01" East 2599.48 feet to
the east one-quarter corner of said Section 9; thence South
00° 40' 59" West 85.00 feet; thence North 89° 19' 01" West
615.00 feet; thence North 86° 27' 09" West 100.04 feet;
thence North 89° 19' 01" West 1884.58 feet; thence North
00° 40' 59" East 80.00 feet to the point of beginning, con-
taining 4.850 acres, more or less.

In consideration of which, and the other considerations hereinafter set forth, it is
mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance
of this agreement constitutes the entire consideration for said document and shall relieve
the County of all further obligation of claims on this account, or on account of the location,
grade or construction of the proposed public improvement.

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2. The County shall:

Compensate "Second Parties" for crop loss the total sum of nine hundred forty-five dollars (\$945.00).

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Recorders data
placed here on filed copy

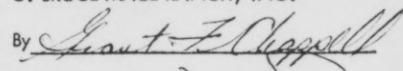
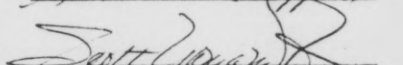
3. The County's Contractor shall be solely responsible for any damage occurring to crops on lands adjacent to the hereinabove described easement.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

"SECOND PARTIES"

C. BRUCE MACE RANCH, INC.

By



Scott Yamamoto

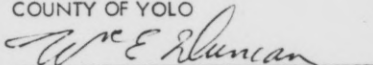
Recommended For Approval,

File copy signed

By H. Van Reyper.

Director of Public Works

COUNTY OF YOLO


Chairman of the Board of Supervisors,
County of Yolo, State of California

(Seal)

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

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FILED

AGREEMENT NO. 65-152

SEP 13 1965

LAURENCE P. HENIGAN, Clerk

LEASE AGREEMENT

By PETE E. MICAS

Deputy

Micro Fiched

THIS LEASE AGREEMENT made and entered into this 1st day of February, 1966, by and between VERA O. PARTAIN of the Gaylord Hotel, 620 Jones Street, San Francisco, California, hereinafter designated as PARTAIN and the County of Yolo, a political subdivision of the State of California, hereinafter designated as COUNTY, WHEREAS, PARTAIN warrants that she is the owner of that certain building located at 702 Main Street, Woodland, California; and

WHEREAS, COUNTY desires to lease said building,

W I T N E S S E T H:

1. PARTAIN does lease to COUNTY all of the above described premises.

2. The lease term shall commence on the 1st day of February, 1966, and terminate on the 1st day of February, 1971; provided however, that COUNTY shall have an option to renew this lease for a term of five years with the right reserved by PARTAIN to increase the rental rate. Notice of intention not to renew this lease shall be given by either party at least ninety days prior to the end of the lease term.

3. As rental for said premises, COUNTY shall pay PARTAIN the sum of \$600.00 per month payable in advance by mailing to Gaylord Hotel, 620 Jones Street, San Francisco, California, or any other address designated by PARTAIN. Provided, however, that in the event property taxes for any taxable year on said premises are increased above the amount levied for the taxable year 1964-65, at the written demand of PARTAIN the rental shall be increased accordingly as of the first day of July of any such taxable year. For the purpose of this provision the parties agree that the amount of property tax levied on said premises for the taxable year 1964-65

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1 was \$1,095.64.

2 4. COUNTY shall pay all utility bills for the lease term.

3 5. COUNTY shall maintain the interior of said premises in
4 a proper state of repair including painting and PARTAIN agrees
5 that COUNTY can remodel said premises as normal office use may
6 require.

7 6. COUNTY may remove all fixtures including, but not
8 limited to partitions, shelving and lighting fixtures that COUNTY
9 may install, providing said premises are left in the same state of
10 repair as they existed on February 1, 1966, reasonable wear and
11 tear excepted.

12 7. COUNTY shall maintain the premises in good condition
13 during the lease term without cost to PARTAIN, reasonable wear and
14 tear excepted.

15 8. COUNTY shall remove all chattels from said premises
16 prior to the termination date of this lease.

17 IN WITNESS WHEREOF, the parties hereto have set their hands
18 the day and year first above written.

19
20
21
22 Vera O. Partain
VERA O. PARTAIN, LESSOR

23
24 COUNTY OF YOLO, a political subdivi-
sion of the State of California

25
26 BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

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FILED

SEP 27 1965

AGREEMENT NO. 65-153

LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

LEASE AGREEMENT

THIS AGREEMENT made and entered into this 13th day of September, 1965, by and between JEFFERY MILLING COMPANY of Winters, California, hereinafter referred to as LESSEE, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as LESSOR,

Micro Fiched

WITNESSETH:

For and in consideration of the rents, covenants and conditions hereinafter set forth to be kept and performed, the LESSOR leases to the LESSEE for the term of five (5) years commencing August 1, 1965, and ending July 31st, ~~1969~~ ¹⁹⁷⁰, all that real property situate in the County of Yolo, State of California, and more particularly described as follows:

All that certain land being situate in the County of Yolo, State of California, and more particularly described as follows:

The west one-half ($\frac{1}{2}$) of Section 34, Township 9 North, Range 1 East, M.D.B. & M., the Northwest one-quarter ($\frac{1}{4}$) of Section 3, and the North 240.5 feet of the Southwest one-quarter ($\frac{1}{4}$) of Section 3, Township 8 North, Range 1 East M.D.B. & M., excepting therefrom the flight strip located on the said premises and all concrete runways and revetments appurtenant thereto, being approximately 294.3 acres, more or less.

Excepting therefrom the following described property which is presently under lease to LESSOR under Yolo County Agreement 64-74 executed July 27, 1964, for 25 years terminating July 31, 1989:

All that certain parcel of land situate, lying and being in the County of Yolo, State of California, described as follows:

A parcel of land at the County Airport facilities, Yolo International Airport, being a portion of Lot Seven (7), Block Eleven (11), Lot Eight (8) Block Twelve (12), Lots One (1), Four (4) and Five (5), Block Thirteen (13), and Lots Two (2) three (3) and Six (6) Block Fourteen, of the Lucerne Farms Subdivision, recorded in Map Book 2 at Page 13, more

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fully described as follows:

Beginning at the Southwest corner of Lot 7, Block 13 of said Subdivision, said point also being the Southwest corner of Section 34, Township 9 North, Range 1 East; thence along the South line of said Subdivision and of said Section 34, North 89° 57' 01" East, 1076.00 feet to a point on the East edge of the taxi strip; thence along said East edge North 00° 11' 11" East 559.00 feet to the TRUE POINT OF BEGINNING; THENCE from said true point of beginning, continuing along said last mentioned line North 00° 11' 11" East 817.73 feet; thence leaving said East edge, South 89° 48' 49" East 600.00 feet; thence South 00° 11' 11" West 817.73 feet; thence North 89° 48' 49" West 600.00 feet to the true point of beginning. Containing 11.26 acres.

Also excepting therefrom the following described property which is presently under lease to WEST PLAINFIELD COUNTY FIRE PROTECTION DISTRICT under Yolo County Agreement No. 65-29, executed May 10, 1965, for 99 years terminating May 31, 2065:

A parcel of land for lease purposes at the County Airport facilities, Yolo International Airport, being portions of Lots 3 and 6, Block 13 of Lucerne Farms recorded in Map Book 2 at Page 13 in the Office of the Recorder of Yolo County, the Lucerne Farms being located in the South 1/4 of Section Thirty-four (34), Township Nine (9) North, Range One (1) East, M.D.N. & M., more fully described as follows:

Commencing at the Southwest corner of said Lucerne Farms, said point also being the Southwest corner of said Section 34, lying in the centerline of County Road No. 95; thence North 00° 09' 20" East along the west line of said Lucerne Farms and Section 34, 460.45 feet; thence leaving said line, South 89° 50' 40" East 30.00 feet to the East right-of-way line of said County Road, THE TRUE POINT OF BEGINNING; THENCE continuing along the same bearing South 89° 50' 40" East 210.00 feet; thence North 00° 09' 20" East 400.00 feet; thence North 89° 50' 40" West 210.00 feet to the East line of said County Road #95; thence along said East line South 00° 09' 20" West 400.00 feet to the true point of beginning.

Containing 1.928 acres, more or less.

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The total acreage covered by this lease being approximately 281.112 acres of land.

1. As rental for the lease of said premises, the LESSOR shall pay the sum of \$1,625.00 per year, payable annually in advance at the office of the Auditor of the County of Yolo,

1 Courthouse, Woodland, California.

2 2. This lease shall be subject to all the terms and con-
3 ditions of that certain grant deed made by the United States to
4 the County of Yolo dated October 10, 1958, and accepted by the
5 County of Yolo March 16, 1959, and any rights and privileges
6 herein granted LESSEE, or obligations herein incurred by LESSOR,
7 which may be or become inconsistent with the provisions of said
8 grant deed shall be null and void.

9 3. LESSEE shall use said land for farm purposes only and
10 conduct operations thereon in a farmer-like manner, keeping down
11 all noxious weeds and obeying regulations of any government agency
12 controlling the flight strip. LESSEE shall not interfere with the
13 operation of the main flight strip and it shall be kept clear for
14 the use of any airplane.

15 4. There shall be no assignment of this lease and no sub-
16 lease shall be made without consent of the County of Yolo.

17 5. Should the Board of Supervisors determine that it is
18 in the best interest of the County of Yolo to lease or use for
19 other purposes any part of the 281.112 acres of land which is the
20 subject of this lease, a prorata acreage basis reduction in rent
21 shall be made. In any event, LESSOR agrees that no lease of that
22 portion of the premises required by LESSEE for its operations
23 shall be made during the months of August, September and October.

24 6. LESSEE hereby releases and waives any right of claim
25 against LESSOR for breach of any covenant of quiet enjoyment as
26 provided in Section 1927 of the Civil Code of the State of
27 California or otherwise.

28 7. This lease is made on the condition that the LESSEE
29 shall perform all covenants and conditions and pay all rents herein
30 provided. In the event LESSEE shall fail, refuse or neglect to do
31 or perform any conditions or covenants of this lease, or shall
32 fail, refuse or neglect to make any payment of rent, in the manner

1 or at the time hereinbefore set forth, then the LESSOR may at its
2 option terminate this lease and retake possession of the premises
3 without demand or notice. From the time of such re-entry this
4 lease and all rights herein granted shall become void, and all im-
5 provements made on said premises shall be forfeited to LESSOR,
6 without compensation therefor to the LESSEE.

7 IN WITNESS WHEREOF, the parties hereto have set their
8 hands the day and year first above written.

9
10 COUNTY OF YOLO, a political sub-
11 division of the State of California

12 By W. E. Duncan
13 CHAIRMAN OF THE BOARD OF SUPERVISORS

14 JEFFERY MILLING COMPANY

15 By Jeffery Milling
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RECIPROCAL AGREEMENT BETWEEN COUNTIES
RELATING TO THE EXPENSE OF MEDICAL CARE
AND TREATMENT OF MEDICAL INDIGENTS

FILED

SEP 27 1965

LAURENCE P. HENIGAN, Clerk
By *Ant. C. P. H. H. H.*
Deputy

THIS AGREEMENT, made and entered into this 27th
day of September, 1965, by and between the COUNTY
OF YOLO, First Party, and the CITY
AND COUNTY OF SAN FRANCISCO, Second Party.

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WITNESSETH:

WHEREAS, Section 1475 of the Health and Safety Code of
the State of California reads:

"1475. Unless there exists a reciprocal agreement
relating to the expense of medical care and treat-
ment, it shall be the duty of every county to pay
for the expense of treatment of its indigent
residents furnished by the county hospital of any
other county. As a condition of liability, the
county providing such medical and hospital care
shall, not more than ten (10) days after admission,
give notice to the county of residence."
and,

WHEREAS, it is the desire of the parties hereto to enter
into a reciprocal agreement as referred to in said code section;

NOW, THEREFORE, it is mutually convened and agreed by
and between the parties hereto as follows:

1. That the cost of hospitalization and/or medical care
rendered to an indigent resident of either county, including
a person coming under the provisions of Section 1454 of the
Health and Safety Code, by a county hospital or a county
doctor in the other county or in any other institution or by
any other doctor pursuant to an arrangement with such other
county, shall be at the cost of the county in which said
hospitalization or care is rendered.

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agreed No. 65-154

2. That no charge will be made by either county to the other county for any medical care and treatment to a resident of the other county, and that any of the provisions of said Section 1475 of the State of California authorizing such charge are hereby waived. Micro Fiched

3. This agreement shall become effective when approved by the Boards of Supervisors of both counties, and may be terminated at any time by giving thirty days' notice in writing from one county to the other addressed to the Board of Supervisors.

4. It is agreed that the hospitalization and/or medical care herein referred to shall be limited to emergency hospital or medical care and that all elective cases and all emergency cases after the emergency has passed, and which require prolonged convalescence, will be returned to the county of residence at the cost of the non-resident county.

5. Nothing herein contained shall be construed as forgiving or cancelling any obligation on the part of any county to pay obligations which have accrued prior to the execution hereof.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and the year hereinabove first written.

RECOMMENDED:

COUNTY OF YOLO

Francis J. Curry, M.D.
Acting Director of Public Health

By W. E. Thurman
Chairman of the Board of
Supervisors

Approved as to Form
Dated SEP 27 1955

APPROVED AS TO FORM:
THOMAS M. O'CONNOR
CITY ATTORNEY

Benjamin S. Thayer
County Counsel of Yolo County

CITY & COUNTY OF SAN FRANCISCO

By Paul S. O'Neil
Deputy City Attorney

By [Signature]
Chief Administrative Officer

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FILED

SEP 27 1965

AGREEMENT NO. 65-155
SUBDIVISION IMPROVEMENT AGREEMENT
SUBDIVISION NUMBER 1023 (ESPERANZA PARK)

LAURENCE P. HENIGAN, Clerk
By: *Patricia E. Lucas*
Deputy

THIS AGREEMENT is made and entered into this 13th day of August, 1965, by and between James I. Tadlock and Audrey N. Tadlock, Husband and Wife, hereinafter referred to as "Subdivider", and the COUNTY OF YOLO, hereinafter referred to as "County".

WHEREAS, the subdivider proposes to subdivide and develop that area known and referred to as Subdivision No. 1023 and has presented plans and specifications for the development thereof,

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NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That Subdivider will develop said Subdivision No. 1023 in accordance with said plans and specifications and complete the same within 12 months after the date hereof in good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.
2. That Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforeseen conditions occur which may require such modifications.
3. That Subdivider shall, upon execution of this agreement, pay to the County the sum of \$2,000.00 to cover the cost of inspection of the improvements herein provided as such inspection is required by the County.
4. That Subdivider shall indemnify and hold harmless the "County" from any and all loss, damage, or liability resulting from "Subdivider's" performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 1023.

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agreed. No. 65-155

5. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.
6. That Subdivider will furnish County evidence acceptable to County of insurance, insuring County against claims for personal liability and property damage in the sum of \$300,000/\$500,000 and \$50,000. *Micro Fiched*
7. That the completion of the development of said Subdivision No. 1023 shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said Resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or stage of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as required herein.
8. That the Subdivider agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.
9. If the construction of the work or improvement should be delayed without fault of "Subdivider", the time for the completion thereof may be extended by the "County" for such period of time as the "County" may deem reasonable. *Micro Fiched*
10. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times

specified in this agreement, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

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11. The "Subdivider" shall obtain and file with the County a good and sufficient "Improvement Security" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 2, Article 9 (Section 11612) of the Business and Professions Code. The amounts of each of the said "Improvement Securities" shall be not less than fifty percent (50%) of the estimated cost of the public improvements including incidentals.
12. The procurement and delivery of said "Improvement Security" shall be a condition precedent to the approval of the final subdivision map and to the promise of the County herein.
13. Where required pursuant to the provision of Section 11592 of the Business and Professions Code the "Subdivider" shall furnish the county a bond or cash deposit, at county's option, guaranteeing payment of the cost of setting monuments of survey.
14. The procurement and delivery of said bond or cash deposit shall be a condition precedent to the approval of the final subdivision map and to the promise of the county herein.
15. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars (\$500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 8 of this agreement.
16. Where title to the subdivided property is held by the record owner thereof under a holding Agreement, this

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Agreement and the "Improvement Security" given pursuant thereto may be executed by the real party or parties in interest.

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17. Any extension of time hereunder shall not operate to release the surety on the Improvement Security filed pursuant to this Agreement. In this connection the security waives the provisions of Section 2819 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above named herein.

COUNTY OF YOLO

By W. E. Duncan
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN
County Clerk

By Bob E. Lucas
Deputy

James I. Tadlock
James I. Tadlock

Audrey N. Tadlock
Audrey N. Tadlock

Approved as to Form

Dated 7-2-65

Levin S. Mauer
County Counsel
of Yolo County

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FILED

OCT - 5 1965

LAURENCE P. HENIGAN, Clerk

AGREEMENT NO. 65-156

By Pat C. Lucas
Deputy

(Yolo County Communications Department Service Agreement)

THIS AGREEMENT made and entered into by and between
the COUNTY OF YOLO, and SACRAMENTO COUNTY- YOLO COUNTY
MOSQUITO ABATEMENT DISTRICT

Micro Filed

each a governmental entity, organized and existing under and by
virtue of the laws of the State of California,

W I T N E S S E T H:

WHEREAS, the parties heretofore made and entered into
a Yolo County Communications Department Service Agreement
dated AUGUST 23, 196 5 and numbered Agreement No.
65-142; and

WHEREAS, it is the desire of the parties to amend the
mentioned agreement to provide for a modified labor charge,

IT IS HEREBY MUTUALLY AGREED that Paragraph 2(a) of
the mentioned agreement is hereby amended to read as follows:

"Seven dollars (\$7.00) per man hour shall be
charged for labor.

"All labor charges shall commence upon leaving
the County shop and will terminate upon return to the
County shop."

DATED this 4th day of October, 196 5.

Pat C. Lucas Micro Filed
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pat C. Lucas DEPUTY
(SEAL)

ATTEST:

Chas. J. Greengard
President: Board of Trustees
Sacramento Co-Yolo Co. Mosquito Abatement Dis-
trict.

FILED

APR-G 1966

LAURENCE P. HENIGAN, Clerk

By John E. Lucas

Deputy

EMERGENCY FLOOD RELIEF LAW

1965 APPROPRIATION

COOPERATIVE AGREEMENT NO. 65-30H18

CONTRACT AND SPECIAL PROVISIONS

YOLO COUNTY
AGREEMENT NO. 65-157

ROADS, STREETS AND BRIDGES

YOLO COUNTY

WORK PROJECT NO. 65-30H18

THIS AGREEMENT, made in quadruplicate, this 4th day of Micro Fiched
October 4, 1965, by and between YOLO COUNTY, hereinafter
referred to as the "Local Agency" and the STATE OF CALIFORNIA,
acting by and through the Department of Public Works, hereinafter
referred to as the "Department,"

W I T N E S S E T H:

WHEREAS, pursuant to Chapter 27, Statutes of 1965 and the
Emergency Flood Relief Law, the Local Agency has applied to the
State Allocation Board for assistance in meeting costs to repair
or restore storm and flood damage or destruction which occurred
between December 1, 1964 and June 30, 1965 to certain real
property; and

WHEREAS, the Department has investigated the proposed work,
has found it to be a matter of general public and State interest
and concern, has estimated the cost of such work, and has filed
Report 65-30H18 thereon with the Department of Finance, and the
Director of Finance has approved said report;

NOW, THEREFORE, in consideration of the premises and of the
several promises to be faithfully performed as hereinafter set
forth, the Local Agency and the Department do hereby mutually agree
as follows:

ARTICLE I. GENERAL PROVISIONS.

Reference is made to the General Provisions of Storm and
Flood Damage Agreements, June, 1965, Emergency Flood Relief Law,
a copy of which is attached hereto and by this reference incor-
Agreement 65-157

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porated herein with the same effect as though set forth in full.

ARTICLE II. SPECIAL PROVISIONS.

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1. The work consists of the repair and restoration of roads, streets, and bridges in the County Road System of Yolo County as detailed hereunder with the same item number as shown in the Local Agency's Application, with estimated costs in which State funds may be used:

Item No.	FAS No. Co.Rd.No.	Road Name & Limits	Description of Work	Estimated Cost
1	FAS 1157 139	SOUTH RIVER ROAD at Freeport	Restore roadbed, base and surfacing at washout; replace rock slope protection. (Includes anticipated Federal "ER" reimbursement in amount of \$7,600).	\$ 13,100
TOTAL				\$ 13,100

2. The work has been done or will be performed by the Local Agency or under contract or contracts awarded by the Local Agency, except that contracts eligible for Federal-aid Emergency Relief ("ER") Funds will be awarded by the Department.

3. Any plans and specifications required will be prepared by the Local Agency.

4. All work shall be completed prior to December 1, 1966.

5. The work is to be financed as follows:

State Funds, Chapter 27, Statutes of 1965, (includes anticipated Federal-aid Emergency Relief Funds reimbursement of \$7,600)	\$ 7,600
--	----------

Funds to be provided by the Local Agency	
Local Agency Funds	\$5,500

Public Law 875 Funds paid or anticipated to be paid directly to the Local Agency

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00	5,500
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TOTAL	\$13,100
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Of the above funds, the sum of \$5,500 represents the Local Agency's contribution computed in accordance with the formula in

the Emergency Flood Relief Law.

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6. In the event the Local Agency has performed or performs work which is not eligible for Emergency Flood Relief Law Funds, but is eligible for Federal-aid Emergency Relief Funds, the Department is authorized to collect such funds on behalf of the Local Agency. Any such Federal Funds will be paid to the Local Agency following collection.

YOLO COUNTY, by resolution of the Board of Supervisors passed at a meeting held on October 4, 1965, a copy of which is attached hereto, has approved this agreement and authorized its execution.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the day and year first above written.

APPROVAL RECOMMENDED

[Signature]
City and County Projects Engineer

APPROVAL RECOMMENDED

[Signature]
Deputy State Highway Engineer

APPROVED AS TO FORM AND PROCEDURE

[Signature]
Attorney for Yolo County

[Signature]
Attorney for State

[Signature]
Department of Planning

YOLO COUNTY

(Local Agency)

By [Signature]
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

STATE OF CALIFORNIA
Department of Public Works

JOHN BERTECA
Director

[Signature]
RUSSELL J. COONEY
Deputy Director (Management)

OCT 19 1965

Car	Services
APPROVED	
NOV 3 1965	
BY <u>[Signature]</u>	

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GENERAL PROVISIONS OF STORM AND FLOOD
DAMAGE AGREEMENTS
JUNE 1965

Exhibit "A"

Emergency Flood Relief Law *Micro Fiched*

I. Definitions.

A. Emergency Flood Relief Law:

Article 6 - Flood Relief, Sections 54150 through 54164, added to Chapter 5 of Part 1 of Division 2 of Title 5 of the Government Code by Chapter 1511, Statutes of 1959.

B. The General Provisions:

The General Provisions of Flood Relief Agreements, as stated herein, and providing the general terms and conditions of the agreement entered into between the Local Agency and the State of California, acting by and through the Department of Public Works, the Department of General Services or the Department of Water Resources, pursuant to the Emergency Flood Relief Law, and other applicable Laws.

C. The Contract:

The specific Contract and Special Provisions providing for the performance of particular work by or for a particular Local Agency.

D. The Agreement:

The Contract and the General Provisions, taken together, shall constitute the agreement which is described in Section 54157 (1) (b) of the Emergency Flood Relief Law. In case of conflict between the Contract and the General Provisions, the terms of the Contract shall prevail.

E. Local Agency:

The city, city and county, county or public district named in the Contract as a party thereto.

F. The Department:

The State of California, acting by and through the Department of Public Works, the Department of General Services or the Department of Water Resources and named in the Contract as a party thereto.

G. The Work:

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The work described in the Contract, consisting of one or more separate items of work as described therein.

H. Preliminary Engineering:

The term "preliminary engineering" includes all preliminary work including, but not restricted to preliminary surveys

and reports, preparation of cost estimates, laboratory work, soil investigations, preparation of plans, design and advertising. The term does not include investigations, estimates or reports made by the Department of Public Works, the Department of General Services or the Department of Water Resources, pursuant to Section 54155 of the Emergency Flood Relief Law.

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I. Construction Engineering:

The term "construction engineering" includes actual inspection of the work, necessary construction staking, laboratory and field testing, field reports and records, estimates, and final report.

II. Performance of Work.

A. Performance of work by the Local Agency:

1. When so specified in the Contract, the Local Agency will perform the work or any item thereof, or award the Contracts therefor pursuant to the laws governing the Local Agency. All public works construction contracts awarded by the Local Agency for repair and restoration projects financed hereunder shall include the "Fair Employment Practices" provisions hereto attached as "Appendix 1," or nondiscrimination provisions pursuant to applicable Federal requirements. It shall be the responsibility of the Local Agency to insure compliance with said provisions. Copies of the necessary forms may be procured upon request to the Department of Public Works, the Department of General Services, or the Department of Water Resources. The Local Agency shall render to the Department monthly, or at such intervals as are satisfactory to the Department, claims, in such form as the Department prescribes, covering the cost of the work performed. Thereupon the State will reimburse the Local Agency for the value of the work performed, to the extent of the State's proportionate share thereof, in the ratio set forth in the contract, less ten per cent (10%) of said sum which will be retained by the State for final adjustment as to the amount of the State and Local Agency contribution in accordance with the provisions of Article III(A) hereof.
2. Claims for reimbursement will be certified by an authorized representative of the Local Agency or by a signatory to the Agreement on behalf of the Local Agency. Within sixty (60) days after completion of the work called for by this Agreement, the Local Agency shall file with the Department a final report of expenditures therefor in the form prescribed by the Department. The final payment will be made subject to the adjustments hereinabove described. Prior to such payment, an inspection and audit may be performed, in the discretion of the State.
3. Work records and audit.

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The funds herein agreed to be furnished by the State shall be disbursed for work performed pursuant to the

agreement and only upon the submission of claims in forms satisfactory to the State. As to each item of work performed pursuant to this agreement, Local Agency agrees to keep and maintain full, complete, accurate and itemized record of such work and to permit any authorized officer, agent or employee of the State of California to examine such records and to interview in connection with such records or work, all officers, agents or employees of the Local Agency concerned therewith.

4. Review by Department.

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Where the Local Agency is to prepare plans and specifications for the work or any item thereof, then prior to performance of such work or advertisement of the notice to bidders therefor, Local Agency shall submit the said plans and specifications to the Department and shall not proceed with the performance of the work or advertisement of the said notice until it has received the Department's written approval of the plans and specifications therefor. The plans and specifications shall not thereafter be modified without the prior approval of the Department.

No contract will be awarded for any item of work in excess of the estimated cost thereof, as shown in the Contract without prior written consent of the Department and the allocation of additional funds if necessary. A tabulation of bids received shall be furnished to the Department in all cases where work is performed by contract.

The Local Agency agrees that the Department may make such inspection of the work as it deems proper in the course of construction. It is agreed that the cost of any preliminary engineering or construction engineering performed by the Department shall be considered as part of the cost of the work. Costs of this nature shall be reimbursed in full to the Department by the Local Agency upon presentation of claims therefor by the Department.

5. Use of Equipment.

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Where work is performed by the Local Agency with its own forces, equipment owned by the Local Agency and used on the work may, for the purposes of progress payment claims, be charged in accordance with the Local Agency's normal cost distribution procedure or in any manner that will distribute a fair and equitable share of the over-all equipment depreciation, maintenance and operating expense to each project. During the State's examination of the Local

Exhibit "A"

Agency's records upon completion of the work as set forth in paragraph 3 above, such equipment charges will be subject to adjustment to reflect actual costs as determined by the State.

6. If the Local Agency does not diligently prosecute the work financed under the Agreement, or does not complete said work within the time provided in the Contract, or such further time as the Department may for good cause allow, or if at any time said work is not carried on in a manner satisfactory to the Department, the Department may, upon written notice, terminate the Agreement. Extensions of time may be granted by the Department without the necessity of amending the Agreement. Upon such termination all expenditures and expenses of the Local Agency and the Department necessarily incurred to the date thereof under and in accordance with the Agreement, shall nevertheless be paid from the funds allocated for the work.

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B. Performance of Work by the Department:

1. When so specified in the Contract, the Department will perform the work or any item thereof, pursuant to the State Contract Act, and will advertise and award a contract or contracts for the work specified, and will make payments to the contractors as the same become due.
2. Prior to award of the contract the Local Agency shall forward to the Department for deposit in the State Treasury, a sum equal to the matching funds which it has in the Contract agreed to contribute in cash for the work thereof, or such amount as may be determined necessary by the Department to prevent overpayment of the State's contribution determined in accordance with the Emergency Flood Relief Law.
3. The Department may, from time to time, request that the State funds for such work or item be transferred by the State Controller to the Department in such amounts as are deemed necessary by the Department.
4. Contractors performing work under contracts with the Department are responsible to the Department for the satisfactory execution of the Contract; however, on request by the Department the Local Agency will to the limit of its manpower resources furnish at cost such engineering and inspection personnel as may be required. Charges for such engineering will be billed to the Department on completely detailed invoices for reimbursement. The charges for such engineering and inspection shall only be for the direct costs thereof. The Department will exercise general supervision over such contracts

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Exhibit "A"

and may take direct control of the work thereof at its discretion when it is deemed that the responsibility of the Department so requires. After completion of the work of said contract or contracts, or portions thereof acceptable to Department, the Local Agency will maintain the completed work.

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5. Upon completion of the work covered by the Agreement, the amount of the contribution therefor by the Local Agency and the State shall be adjusted based on the actual cost thereof pursuant to the terms of Article III(A). The Local Agency expressly agrees that upon such adjustment, if there is a deficiency in the amount it has contributed toward such cost, it will pay such deficiency to State or make satisfactory arrangements therefor within ninety (90) days after notice of the amount of such deficiency.

C. Work Already Performed by the Local Agency:

1. Where work covered by this Agreement or any item thereof has already been performed by the Local Agency, it will be reimbursed by the State for the cost thereof to the extent of the State's contribution therefor as set forth in the Contract, upon the submission to Department of claims therefor satisfactory to the State.
2. Ten per cent (10%) of State's contribution therefor shall be retained by the Department pending final audit by the State Controller and adjustment of the State's contribution for the actual cost of the work performed under the Agreement or any subsequent agreements, pursuant to Article III(A).

III. Funds.

- A. Upon completion of the work financed by the Agreement, the contributions by the State and the Local Agency for the cost of such work and of all work completed pursuant to other agreements between the parties and financed under the same appropriation shall be adjusted on the basis of the actual cost thereof in accordance with the contribution schedule set forth in Section 54157 of the Emergency Flood Relief Law. In making such adjustments, all moneys furnished or to be furnished by the United States or any agency thereof for the financing of the work shall be deducted from the cost of the project in accordance with Section 54158 of the Emergency Flood Relief Law, whether or not such Federal funds are included in the Agreement.
- B. Nothing in the Agreement shall be construed to permit the Local Agency to collect more than the total cost of the work or any item of work, from the contributing agencies.

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EXHIBIT "A"

The allocation will be adjusted downward should such a situation become evident.

- C. Either party to the Agreement may request that an agreement amendment be executed should a revision in the method of financing become necessary or advisable.
- D. In no event shall the State become liable for any expenditure for the work or any item thereof in excess of the estimate therefor stated in the Contract except upon its written consent and the allocation of necessary additional funds.
- E. The Department may, without the necessity of amending the Agreement, adjust the cost estimates of items of work financed hereunder within the monetary limits of the Agreement.
- F. In the event the Department, at any time, should determine that any portion of the State funds provided in the contract are in excess of need for the completion of the work, and so notifies the Local Agency, the excess funds will be returned to the fund from which allocated and will no longer be available for expenditure hereunder, unless reallocated.
- G. In the event any work financed hereunder shall be accomplished in a manner which allows the salvage of any materials from the damaged facility, the reasonable value of such salvageable materials shall be applied to reduce the total cost of such work. The reasonable value of such salvageable materials shall be the amount realized by the Local Agency from the sale thereof upon competitive bidding therefor, or in the absence of such sale, such amount as the Department may determine to be reasonable value thereof.
- H. Notwithstanding any other provisions herein contained the Department may at any time retain such funds additional to the 10% retention provided for in Article II hereof as it may deem necessary to prevent an overpayment of the State's contribution toward the work financed hereunder.

Micro Fiched

IV. Work Eligible for Federal-aid Emergency Relief Funds.

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- A. In the event that any item of the work covered by this Agreement is eligible for Federal-aid Emergency Relief Funds, then it is understood and agreed as follows:
 - 1. As provided in Section 116 of Title 23, U. S. Code, it is agreed that after the completion of the work or acceptable portions thereof, the Local Agency will maintain the completed works in a manner satisfactory to the authorized agents of the United States.

Exhibit "A"

2. The execution of this Agreement and the allocation of State funds does not imply that all necessary approvals have been obtained from the U. S. Bureau of Public Roads for the use of Federal-aid Emergency Relief funds. It shall be the obligation of the Local Agency to request such approvals and the instructions related thereto from the District Office of the Division of Highways before proceeding with work described herein that is eligible for such Federal aid.

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3. When the cost of preliminary engineering or construction engineering incurred by the Local Agency is to be borne in part by Federal-aid Emergency Relief funds, the use of automobiles will be billed at rates that are in accordance with the Local Agency's normal cost distribution procedure, and in any event at rates that are fair and equitable. The Local Agency will contribute its general administrative and overhead expense. The Bureau of Public Roads shall be given access to the Local Agency's books and records for the purpose of checking costs paid or to be paid by the Department hereunder.
4. Engineering work performed by consulting engineers will be approved for Federal participation only if the contract with the consultant has the prior approval of the Bureau of Public Roads. The supervision of construction must be performed by employees of the State or Local Agency.

V. Miscellaneous Provisions.

- A. The State of California, its departments, divisions, officers and employees, shall not be liable for anything done, or omitted to be done, by the Local Agency in connection with the performance of any work called for by the Agreement. The Local Agency shall, in the event any claim is made against the State, or any department, division, officer or employee thereof, by reason of said work, during its progress or after completion thereof, defend, indemnify and hold harmless said State, department, division, officer or employee from any damage or liability by reason of such claim.
- B. It is agreed by the parties hereto that the State does not and shall not acquire any ownership or interest in the work pursuant to the Agreement and shall not be responsible or liable for the maintenance or operation thereof or for its adequacy in any respect.

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C. Right of Way:

Unless otherwise stated in the Contract, the Local Agency shall furnish at no cost to the State all necessary rights of way and real property required for the work, free and clear of obstructions and encumbrances, and expressly assumes the obligation to pay damages which may result to real property not actually taken but injuriously affected by the work.

Micro Fiched

The Local Agency further agrees to pay from its own funds, any costs incurred in connection with the work which arise out of right of way litigation or delays to the contractor because right of way has not been made available to him for the orderly prosecution of the work.

- D. The Local Agency shall procure any and all permits, licenses or authorizations which may be required by Federal, State or local law, imposed by any agency having jurisdiction therein in reference to said work and no expenditure therefor shall be chargeable against the funds available for the work under the Agreement.
- E. Any local materials such as earth or gravel used in the work and obtained from property owned by the Local Agency will be made available by the Local Agency without royalty charges. Royalty charges for materials obtained from property owned by others under agreement with the Department or under agreements with the Local Agency that have been approved by the Department may be charged to the cost of the work.
- F. The Agreement shall be of no force or effect unless such State funds as are specified in the agreement are allocated.
- G. The Agreement may be terminated and the provisions thereof may be altered, changed or amended by mutual consent of the parties hereto.

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FAIR EMPLOYMENT PRACTICES PROVISIONS

In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practices section.

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(2) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(3) The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment Practices Commission, the awarding authority or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

(4) A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's prequalification rating, if any, and for refusing to establish, re-establish or renew a prequalification rating for the Contractor.

The awarding authority shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his prequalification rating will be revoked at the expiration of such period.

Micro Fiched

(5) The Contractor agrees, that should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this contract, then pursuant to Labor Code Sections 1773 and 1775, the Contractor shall, as a penalty to the awarding authority, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor.

(6) (a) Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to prevent the awarding authority from pursuing any other remedies that may be available at law.

(b) Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to require or permit the hiring of aliens on public works, as prohibited by the provisions of Section 1850 of the California Labor Code, or an employee not permitted by the National Labor Relations Act.

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(7) Prior to award of the contract, the Contractor shall certify to the awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:

(a) The Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.

(c) The Contractor shall provide evidence, as required by the awarding authority, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.

(e) The Contractor shall file a basic compliance report, as required by the awarding authority. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.

(d) Personally, or through his representatives, the Contractor shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement which will:

1. Spell out responsibilities for non-discrimination in hiring, referral, upgrading and training.

2. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.

(e) The Contractor shall notify the contracting agency of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its prequalification.

(8) The Contractor will include the provisions of the foregoing paragraphs 1 through 7 in every first tier subcontract, so that such provisions will be binding upon each such subcontractor.

(9) The form of certificate required herein is illustrated on the page immediately following the signature page of the proposal. This certification must be executed prior to award of the contract or, for convenience, may be executed on the form provided at the time of submitting the proposal.

Micro Fiched

FILED
OCT - 5 1965
LAURENCE P. MENIGAN, Clerk
By *John E. Lucas*
Deputy

1 Freeport Bridge, California
2 October 4, 1965

3 Isabel Avila
4 Grantor AGREEMENT NO. 65-158

Micro Fiched

5 RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

6 Document No. 65-26 in the form of a Highway Easement Deed,
7 covering the following described property:

8 All that certain parcel of land situate, lying and being
9 in Yolo County, California, and being a portion of Swamp
10 Land Survey No. 444, more fully described as follows:

11 Beginning at the southeast corner of the North Forty (40)
12 acres of said Swamp Land Survey No. 444, said point being
13 the southeast corner of the one acre, as described in
14 deed recorded in Volume 213 of Official Records at page
15 457; thence North 09°05'00" West 157.08 feet; thence along
16 the North line of said one acre parcel North 75°20'00"
17 West 120.00 feet; thence South 13°53'40" East 163.70 feet
18 to the South line of said one acre parcel; thence along
19 said South line South 75°20'00" East 115.00 feet to the
20 point of beginning.

21 Containing 0.371 acres, more or less.

22 An easement for highway slopes in and to a portion of that
23 parcel of land being located in Swamp Land Survey No. 444,
24 more fully described as follows:

25 Commencing at the southeast corner of the aforesaid one
26 acre parcel; thence North 75°20'00" West 115.00 feet to
27 the TRUE POINT OF BEGINNING; thence from the true point
28 of beginning North 13°53'40" West 163.70 feet to the
29 North line of said one acre parcel; thence North 75°20'00"
30 West along said North line 14.00 feet; thence South 15°30'40"
31 East 75.00 feet; thence South 12°54'44" West 45.59 feet;
32 thence South 13°53'40" East 38.00 feet to the South line of
33 said one acre parcel; thence along said South line South
34 75°20'00" East 35.00 feet to the true point of beginning.

35 Containing 0.071 acres, more or less.

36 has been executed and delivered to Howard Van Reyper, Jr. Director
37 of Public Works of the County of Yolo. Micro Fiched

38 In consideration of which, and the other considerations here-
39 inafter set forth, it is mutually agreed as follows:

- 40 1. The parties have herein set forth the whole of their
41 agreement. The performance of this agreement constitutes the
42 entire consideration for said document and shall relieve the
43 County of all further obligation or claims on this account, or on

65-158

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

account of the location, grade or construction of the proposed public improvement.

2. The County shall:

- A. Pay the undersigned grantor the sum of twelve hundred dollars (\$1200.00) for the easement deed as conveyed by Document No. 65-26 within sixty (60) days after date of title to said property vests in or is in escrow for the County of Yolo free and clear of all liens, encumbrances, assessments, easements, except those of record and leases recorded or unrecorded.
- B. Pay all escrow and recording fees incurred in this transaction and if title insurance is desired by the County the premium therefor. This transaction will be handled through Escrow No. 3875 with the Title Insurance & Trust Co., Yolo County Office, Woodland, California.
- C. Remove the existing access walkway from the road to the house. No replacement of this access shall be provided.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Charles Anita
Grantor

Recommended for Approval:

By Don Payne
Director, Public Works

W. E. Hagan
COUNTY OF YOLO
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

Approved as to Form
Date 9-22-65
Louis M. Hagan
County of Yolo

Woodland, California

October 4, 1965, 1965

J. H. Braden

D. E. Braden, his wife

Grantor

AGREEMENT NO. 65-159

RIGHT OF WAY CONTRACT

FILED

OCT-5 1965

LAURENCE P. HENIGAN, Clerk
By *[Signature]* Deputy

Document No. 65-29 in the form of an easement covering the following described property: Micro Fiched

An easement for road and drainage purposes for a portion of the Southwest Quarter (1/4) of Section Tow (2), Township Ten (10) North, Range One (1) East, more fully described as follows:

Beginning at the Southwest corner of said Section 2; as said corner is shown on a Record of Survey filed October 30, 1963, in Book 9 of Maps and Surveys at page 65 in the Office of the Recorder of Yolo County; THENCE along the South line of said Section South 89°43'19" East 60.00 feet; thence North 00°51'04" East 2623.32 feet; thence North 45°16'41" East 42.42 feet to a point on the North line of said Southwest 1/4 of Section 2; thence along said North line North 89°43'19" West 116.23 feet to the West 1/4 corner of said Section 2; thence along the West line of said Section South 00°16'41" West 2653.19 feet to the point of beginning; containing 4.473 acres.

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

2. The County shall:

a. Pay Grantors for the grant of easement hereinabove described the total sum of one thousand and six-hundred dollars (\$1,600.00).

Micro Fiched

b. Replace existing fence adjacent to the East line of the hereinabove described parcel, but on Grantor's property. Said fence shall be replaced in an "as good as" condition prior to commencing work.

1 3. Grantor agrees to permit County to enter upon lands of
2 Grantor to accomplish work herein described.

3 IN WITNESS WHEREOF, the parties have executed this agreement
4 the day and year first above written. Micro Fiched

5 J. H. Braden
6 D. E. Braden
7 Grantor

8 Recommended for Approval:

COUNTY OF YOLO

9 By W. J. [Signature] W. E. [Signature]
10 Director of Public Works CHAIRMAN OF THE BOARD OF SUPERVISORS
11 COUNTY OF YOLO, STATE OF CALIFORNIA

12 No Obligation Other Than Those Set Forth Herein Will Be Recognized

13 Approved as to Form
14 Dated 10-4-65
15 James [Signature]
16 County Counsel
of Yolo County

25 Micro Fiched
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FILED

OCT - 5 1965

LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

AGREEMENT NO. 65- 160

Micro Fiched

THIS AGREEMENT made and entered into this 4th day of October, 1965, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and SAMUEL F. RADELFINGER hereinafter called CONTRACTOR,

W I T N E S S E T H:

WHEREAS, the Board of Supervisors of the County of Yolo is desirous of providing professional guidance and counsel to the County Public Health Director for the development and administration of a County Public Health Education Program; and

WHEREAS, CONTRACTOR is qualified to perform such professional guidance counsel.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES and of the covenants and considerations herein contained to be kept and performed by the respective parties, it is hereby mutually agreed as follows:

1. CONTRACTOR agrees to provide professional guidance and counsel in the planning and carrying out of a program of public health education of suitable scope and activities to adequately meet the needs of Yolo County, and devote a minimum of thirty (30) hours per month toward this purpose.

2. CONTRACTOR agrees to meet with and assist schools, parent or community groups and other interested persons in the establishment and/or improvement of health education programs.

3. CONTRACTOR agrees to submit periodical reports on the Public Health Education Program as requested by the County Public Health Director.

4. COUNTY agrees to pay CONTRACTOR at the rate of \$125.00 per month for services rendered under this agreement. Claims for said services shall be submitted by CONTRACTOR setting forth the

1 hours worked each day, and said claim shall be approved by the
2 County Public Health Director. In addition to said compensation,
3 CONTRACTOR shall receive traveling expenses for use of his auto-
4 mobile on matters relating to the Public Health Education Program,
5 at the rate of ten (10¢) cents a mile for the first 300 miles
6 traveled per calendar month and eight (8¢) cents per mile there-
7 after. Claims for such mileage shall be submitted by CONTRACTOR
8 in the manner and upon forms prescribed by the Auditor-Controller.

9 5. This contract is effective as of October 1, 1965, and
10 may be terminated upon thirty (30) days notice by either party.

11 IN WITNESS WHEREOF, the parties hereto have set their
12 hands the day and year first above written.

13
14 COUNTY OF YOLO, a political subdivi-
15 sion of the State of California

16 By

Wm E Duncan
17 WM. E. DUNCAN
18 CHAIRMAN OF THE BOARD OF SUPERVISORS
19 COUNTY OF YOLO, STATE OF CALIFORNIA

Samuel F. Radelfinger
20 SAMUEL F. RADELFINGER
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57
FILED

NOV - 2 1965

LAURENCE P. HENIGAN, Clerk

By TRINIDAD CORBETT

Deputy
Micro Fiched

AGREEMENT NO. 65-161

1 THIS AGREEMENT, made and entered into this 11th day of
2 October, 1965, by and between the Department of California Highway
3 Patrol, State of California, hereinafter called "State", and the
4 County of Yolo, a political subdivision and one of the counties of
5 the State of California, hereinafter referred to as "County".
6

7 WITNESSETH:

8 WHEREAS, the State and the County have entered in an
9 Agreement No. 65-56 as amended by Agreement No. 65-113 dated
10 June 14, 1965, and July 26, 1965, respectively, and

11 WHEREAS, said agreements provide for the establishment of
12 Crossing Guard Protection by the State, the costs of which are to
13 be reimbursed by the County, and

14 WHEREAS, said agreements requested said services to be pro-
15 vided at three locations as set forth in an attached Exhibit "A",
16 and

17 WHEREAS, the Board of Supervisors are desirous of establish-
18 ing an additional regular Crossing Guard at the Dunnigan School
19 in Dunnigan.

20 NOW, THEREFORE, in consideration of the foregoing, the parties
21 do hereby agree as follows:

22 1. Agreement Nos. 65-56 and 65-113, dated June 14, 1965 and
23 July 26, 1965, are hereby amended as follows:

24 State shall provide the service of five regular Crossing
25 Guards and a sufficient number of extra guards to provide
26 relief during the absence of regular guards at times
27 designated by the County and at locations as set forth in
28 the revised Exhibit "A", attached hereto.

29 2. All other conditions of said Agreement Nos. 65-56 and
30 65-113 shall remain the same.

Micro Fiched

COUNTY OF YOLO

BY *[Signature]*
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY *[Signature]* Deputy
(SEAL)

STATE OF CALIFORNIA, DEPARTMENT
OF CALIFORNIA HIGHWAY PATROL

BY *[Signature]*

APPROVED AS TO FORM:

BY *[Signature]*
Lewis F. Shearer,
County Counsel

FORM 7	POLICE	WITNESS
Department of General Services		
APPROVED		
JUL 2 1961		
BY <u><i>[Signature]</i></u> County Counsel		

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EXHIBIT "A"
Revised 10-11-65

1. State shall provide the services of five (5) crossing guards at the following locations:

1. West Acres Elementary School - West Capitol Avenue (formerly Highway 40) and West Acres Road.

2. Westmore Oaks Elementary School - 16th and Park Boulevard (State Route 99).

3. Arlington Oaks School - Jefferson Boulevard and Devon Avenue - West Sacramento.

4. Grafton Elementary School - State Highway 113 at 6th Street in the Town of Knights Landing.

5. Dunnigan School - Town of Dunnigan.

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● **FILED**

OCT 11 1965

LAURENCE P. HENIGAN, Clerk

By PETE E. LUCAS
Deputy

AGREEMENT NO. 65-162
COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 11th day Micro Fiched
of October, 19 65, by and between

J. A. BOEHNER, INC.

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and per-
formed by the said County, and under the conditions expres-
sed in the two bonds, bearing even date with this contract,
and hereunto attached, the said Contractor agrees with said
County at his own proper cost and expense, to do all the
work and furnish all the materials, except such as are
mentioned in the specifications and plans to be furnished
by said County necessary to construct and complete in a
good workmanlike and substantial manner and to the satisfaction
of the Department of Public Works, of the County of Yolo,

a portion of Bridge No. 94B-1.3 (Stevens Bridge) on County
Road 94B at Cache Creek consisting of steel piling, concrete
pier, concrete wall, welded girders, concrete deck and steel
railings

(Description and Location of Project)

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

The work to be done is shown upon a set of plans
entitled County of Yolo, Department of Public Works,

Bridge No. 94B-1.3, Stevens Bridge

(Plan Index No. P-665.4 thru) P-665.7

(WO #421)

Approved Sept. 3, 1965 (date), by the Director of Public
Works, which said set of plans is hereby made a part of this
contract.

Micro Fiched

ARTICLE II - And the said Contractor agrees to receive and
accept the prices as set forth in the accepted proposal as
full compensation for furnishing all materials and for
doing all the work contemplated and embraced in this
agreement; also for all loss or damage arising out of the
nature of the work aforesaid, or from the action of the
elements, or from any unforeseen difficulties or obstruc-
tions which may arise or be encountered in the prosecution of
the work until its acceptance by the County of Yolo, and for
all risks of every description connected with the work; also
for all expenses incurred by or in consequence of the suspen-
sion or discontinuance of work and for well and faithfully
completing the work, and the whole thereof, in the manner
and according to the plans and specifications, and the
requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for
commencement of said work to be within fifteen (15) days
next after the date of this Contract and for its completion
to be within Fifty (50) working days next after
the actual date of commencement; and further promises and
agrees with the said Contractor to employ, and does hereby
employ, the said Contractor to provide the materials and to
do the work according to the terms and conditions herein
contained and referred to, for the prices aforesaid, and
hereby contracts to pay the same at the time, in the manner
and upon the conditions above set forth; and the County and
the Contractor for themselves, their heirs, executors,
administrators, successors and assigns, do hereby agree to
the full performance of the covenants herein contained.

Micro Fiched

ARTICLE IV - It is mutually agreed by and between the County
and the Contractor that the time of service of any laborer,
workman or mechanic employed upon any part of the foregoing
work shall be limited and restricted to eight (8) hours
during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property. Micro Fiched

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE VI - It is further stipulated and agreed by and between the County and the Contractor hereto that no alien shall be employed upon any part of the foregoing work, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except to work upon public, military or naval defenses or work in time of war. For any breach of any of the stipulations contained in the above paragraphs relative to hours of labor, rates of wages and employment of aliens, the Contractor shall forfeit to the said Board of Supervisors of the County of Yolo, to be retained by said County out of monies payable to said party under the terms of this Contract, a penalty in the sum of Ten (10) Dollars per day for each laborer, workman or mechanic employed in the execution of said Contract, by said Contractor, or any subcontractor under it for each calendar day during which any such laborer, workman or mechanic is required and/or permitted to labor more than eight (8) hours in violation of and/or is paid a rate of wages in violation of the provisions of said paragraphs and the stipulations of this Contract.

ARTICLE VII - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California. Micro Fiched

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

Laurence P. Henigan
(County Counsel)

COUNTY OF YOLO
By W. E. Henigan
Chairman of the Board of
Supervisors

ATTEST:

Laurence P. Henigan, Clerk

By John E. Bochner Deputy
J. A. Bochner Inc
Contractor

FILED

NOV 18 1965

FREEWAY AGREEMENT

LAURENCE P. HENIGAN, Clerk

By *Arthur E. Lucas*
Deputy

THIS AGREEMENT, made and entered into, in duplicate, this 18th day of October, 1965, by and between the STATE OF CALIFORNIA, acting by and through the Department of Public Works, Division of Highways, hereinafter for convenience referred to as the "State", and the COUNTY OF YOLO, hereinafter for convenience referred to as the "County",

Micro Fiched

W I T N E S S E T H:

WHEREAS, the California Highway Commission has adopted resolutions on October 17, 1946 and May 24, 1961, declaring those certain portions of State Highway Route 80 in the County of Yolo between the Yolo Causeway and the Tower Bridge and between Westacre Road and the Sacramento River respectively, to be a freeway; and

WHEREAS, the State and City have heretofore executed a Freeway Agreement dated December 27, 1961 and a Supplemental Freeway Agreement dated June 1, 1964, with respect to the portion of said route between the Yolo Causeway and the Sacramento River; and

WHEREAS, the plan for said freeway has since been revised in certain particulars, with respect to said portion, and a new plan map has been prepared, showing the revised plan of the State as it affects county roads, including provisions for closing county roads, for carrying county roads over or under or to a connection with such freeway for relocation of county roads, and for construction of frontage roads and other local roads:

Micro Fiched

NOW, THEREFORE, IT IS AGREED:

1. This Agreement supersedes the Freeway Agreement dated December 27, 1961 and Supplemental Freeway Agreement dated June 1, 1964, in their entirety. In lieu thereof, the County agrees and consents to the closing of county roads, relocation of county roads, construction of frontage roads and other local roads, and other construction affecting county roads, all as shown on the plan map attached hereto marked "Exhibit A", between the Yolo Causeway and the Sacramento River and made a part hereof by this reference.

2. The State in the construction of said freeway will, at the State's expense, make such changes affecting county roads in accordance with the said plan map attached hereto or as the same may hereafter be modified by mutual agreement between the parties hereto. The State may, at the State's expense, install signs, signals and other traffic control devices at appropriate locations to be determined by the State in order to regulate, warn or guide traffic upon the highways.

2. The State agrees to acquire all necessary right of way as may be required for construction, reconstruction or alteration of county roads and frontage roads, and the County hereby authorizes the State to acquire in its behalf all such necessary right of way.

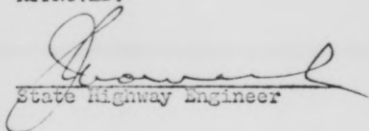
4. The County will accept control and maintenance over each of the relocated or reconstructed county roads, and the frontage roads and other State constructed local roads on notice to the County Road Commissioner from the State that the work thereon has been completed, except as to any portion thereof which is adopted by the State as a part of the freeway proper. The County will also accept title to the portions of such roads lying outside the freeway limits, upon relinquishment by the State.

5. It is understood between the parties that the right of way may be acquired in sections or units and that, both as to the acquisition of right of way and the construction of the freeway projects, the obligations of State hereunder shall be carried out at such time and for such unit or units of the project as funds are budgeted and made lawfully available for such expenditures.

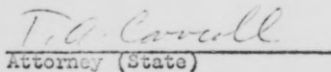
6. This Agreement may be modified at any time by the mutual consent of the parties hereto, as may become necessary for the best accomplishment through State and County cooperation of the whole freeway project for the benefit of the people of the State and of the County.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day above first written.

APPROVED:

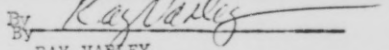

State Highway Engineer

APPROVED AS TO FORM:

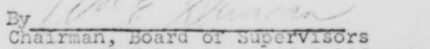

Attorney (State)

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

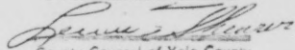
JOHN HARECA
Director of Public Works

By 
RAY VARLEY
Assistant Director NOV 5 1965

THE COUNTY OF YOLO
A Body Politic

By 
Chairman, Board of Supervisors
County of Yolo, State of California
Approved as to form

Dated 10-18-65


County Counsel of Yolo County

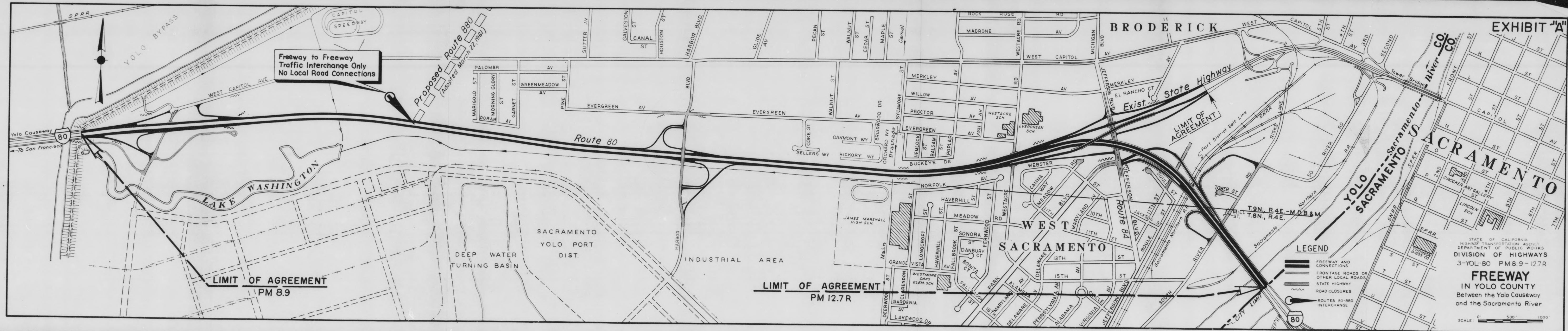


EXHIBIT "A"

LEGEND

- FREEWAY AND CONNECTIONS
- FRONTAGE ROADS OR OTHER LOCAL ROADS
- STATE HIGHWAY
- ROAD CLOSURES
- ROUTES 80-880 INTERCHANGE

STATE OF CALIFORNIA
HIGHWAY TRANSPORTATION AGENCY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
3-YOL-80 PM 8.9-127R

FREEWAY
IN YOLO COUNTY
Between the Yolo Causeway
and the Sacramento River

SCALE: 0 500' 1000'

APR 7-14-65 GS-NH 7-18-61
GDS 10-22-63
GDS 4-23-63
GDS 2-24-65

Executed 10-17-65

FILED

OCT 18 1965

AGREEMENT NO. 65-164

LAURENCE P. HENIGAN, Clerk

By: Peter G. Hughes
Deputy

AGREEMENT FOR RECEIVING HOME FOR DEPENDENT AND NEGLECTED CHILDREN

Between

Micro Filmed

COUNTY OF YOLO AND MR. AND MRS. JAMES GRIFFIS

The County of Yolo, hereinafter called the COUNTY, and Mr. and Mrs. James Griffis, hereinafter called the CONTRACTOR agree as follows:

1. The CONTRACTOR shall at all times during the term of this agreement provide and keep available at 1007 Elliot Street, Woodland,
(Address) (Post Office)
California the total of 6 boarding home accommodations for children who are under the supervision or care of the COUNTY. The CONTRACTOR shall render boarding home care to all children so placed in accordance with the CONTRACTOR'S license and departmental policies, and shall furnish such service exclusively to the COUNTY and its departments.

2. The CONTRACTOR reserves the right to refuse or accept or to require the removal of any child, who, in the opinion of the CONTRACTOR, is so unmanageable that his reception and care by the CONTRACTOR would cause substantial injury or peril to its operation. Requests for removal shall be made by the CONTRACTOR to the County Probation Department.

3. The CONTRACTOR shall report to the County Probation Department on forms provided by the County, the name, date, time, placing department and other indicated information for each child placed with the CONTRACTOR by the Probation Department and for each such child discharged from the CONTRACTOR'S premises, as soon as practicable after the time of occurrence.

4. In consideration of the performance of the foregoing services, the COUNTY shall pay to the CONTRACTOR, on presentation of a proper claim therefor, a stand-by charge of \$150.00 per month and, in addition, the boarding home rate of \$3.00 per day for each child actually placed and receiving care. For the purpose of this agreement, a day's care shall be considered to be any portion of a day during which discharge occurs; except that where intake and discharge occur on the same day, the

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Agree No. 65-164

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charge for one day shall be paid.

5. COUNTY will not make payment to CONTRACTOR for any period of time during which the home is not available for placement of children by reason of incapacity, illness, death, absence from the home, existence of unsuitable conditions, or for any other cause.

6. CONTRACTOR shall promptly notify COUNTY of any expected absence from the home, change of conditions, or other circumstance which might effect the suitability or availability of the home for placement of children, and any other change in circumstance of CONTRACTOR or the home which the County Probation Office shall require to be reported.

7. The CONTRACTOR shall not be entitled to the remuneration provided herein during any period of failure to comply with the terms of this agreement.

8. CONTRACTOR will at any time immediately surrender any child pursuant to this agreement to the appropriate County Officer upon request by the County Probation Officer.

9. This agreement shall be in effect for one year from date thereof, but may be terminated upon 30 days' written notice by either party.

DATED: Oct. 11, 1965

Mr. & Mrs. James Griffie
(Contractor)

COUNTY OF YOLO

By: W. E. Sullivan Chairman
of the Board of Supervisors of said
County of Yolo, State of California

Approved as to Form

Dated 10-18-65

James A. Moore
County Counsel of Yolo County

Micro Fiched

FILED

OCT 25 1965

LAURENCE P. HENIGAN, Clerk
By.....PETE E. LUCAS
Deputy

AGREEMENT NO. 65-165

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THIS AGREEMENT made and entered into this 25th day of October, 1965, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY and STANLEY SCHILLING, M. D., hereinafter designated as PHYSICIAN.

WITNESSETH:

WHEREAS, the COUNTY desires emergency physician services at the Yolo General Hospital due to a shortage in its medical staff; and

WHEREAS, PHYSICIAN is a duly qualified and licensed physician and surgeon and is well qualified to provide such emergency medical services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is understood and agreed by and between the parties hereto as follows:

FIRST: PHYSICIAN agrees to provide the following services to COUNTY:

- (a) Medical care of geriatric patients housed in the north wing of the Yolo General Hospital.
- (b) On call physician evenings from 7:00 P. M. to 7:00 A. M.; weekend day call and holiday day call from 7:00 A. M. to 7:00 A. M. the following day; and outpatient clinic assignment as scheduled by mutual agreement between PHYSICIAN and Medical Director of Yolo General Hospital.

SECOND: COUNTY agrees as follows:

- (a) The regular medical staff of Yolo General Hospital will provide physician service to geriatric patients during the absence of PHYSICIAN from

Yolo General Hospital.

(b) Pay to PHYSICIAN the sum of SEVEN HUNDRED FIFTY DOLLARS (\$750.00) per month as compensation for services rendered pursuant to Paragraph FIRST (a) above.

(c) Pay to PHYSICIAN the sum of FIFTY DOLLARS (\$50.00) per evening on call the sum of ONE HUNDRED DOLLARS (\$100.00) per day for weekend day call and holiday day call, and the sum of THIRTY DOLLARS (\$30.00) per assignment to outpatient clinic pursuant to Paragraph FIRST (b) above.

THIRD: This agreement shall commence November 1, 1965, and remain in full force and effect until a full time physician is employed by COUNTY but may be terminated by either party on the giving of ten (10) days' written notice to the other of such intention.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

THE COUNTY OF YOLO, a political subdivision of the State of California

BY:

WM. E. DUNCAN

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

STANLEY SCHILLING, M.D.

A.—The Contractor shall keep himself fully informed of and at all times observe and comply with and shall cause all his agents and employees to observe and comply with all state and national laws and county and municipal ordinances and regulations and orders of public bodies which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work. He shall protect and indemnify the State of California and all officers and employees thereof, including but not limited to the Director and the State Highway Engineer, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, or order, whether by himself or his employees. If any discrepancy or any inconsistency is discovered in this contract in relation to any such law, ordinance, regulation, or order, he shall report the same to the Engineer in writing.

B.—The attention of the Contractor is directed to, and he agrees to comply with, all of the applicable provisions of the Labor Code including those provisions requiring the payment of not less than the prevailing rate of wages; and prohibiting the employment of aliens on public works; and further agrees to the forfeitures provided for in said Code in the event a violation of any of the provisions occurs in the execution of this contract, and particularly to the provision that the Contractor shall, as a penalty to the State of California, forfeit \$25.00 for each workman employed in the execution of the contract by the contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code and in particular, Sections 1810 to 1815 inclusive thereof.

C.—The attention of the Contractor is also called to and he agrees to comply with the provisions of the "Buy American" Act, Sections 4300 to 4305 of the Government Code, pertaining to use of materials and supplies produced or manufactured in the United States.

D.—The mentioning of certain statutes in this contract shall not relieve the Contractor from the responsibility of complying with any other law applicable to the work to be done under the contract or to the service or equipment to be furnished hereunder.

E.—It is understood that the Contractor assumes all responsibility for repairs to his equipment during its use under this contract, and he also assumes all responsibility which may be imposed according to law for property damage or personal injuries caused by his operations under this contract.

F.—The cost of employer payments to or on behalf of employees, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments including sales taxes required by law or otherwise shall be included in the price bid and no additional allowance will be made therefor, except as otherwise specifically provided herein.

G.—It is expressly agreed that all persons engaged on this work are employees of the Contractor and that none are employees of the Department of Public Works of the State of California.

H.—Alterations, extensions of time, extra and additional work, and other authorized changes may be made without securing the consent of the sureties on the contract bonds.

I.—The Contractor warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability, paying only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

J.—Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the traveling public from injury and damage from such equipment.

22
FILED

OCT 25 1965

LAURENCE P. HENIGAN, Clerk

By *John E. [Signature]*
Deputy

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AGREEMENT NO. 65 - 167

Micro Fiched

THIS AGREEMENT made and entered into this 25th day of October, 1965, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and BOYLE ENGINEERING, a professional engineering and architectural firm whose address is 21 South California Street, Ventura, California, hereinafter referred to as CONTRACTOR.

W I T N E S S E T H:

WHEREAS, COUNTY is desirous of having a qualified professional engineering and architectural firm make a survey, investigation, analysis and written report on the Willow Slough Watershed to serve as a basis for requesting federal financial assistance for the installation of flood control works of improvement under the provisions of Public Law 566, Watershed Protection and Flood Prevention Act; and

WHEREAS, COUNTY has determined that CONTRACTOR is qualified in all respects to perform said services and CONTRACTOR has submitted a proposal in letter form with attached exhibits to the Director of Public Works of the County of Yolo dated September 30, 1965, setting forth in detail the work it will perform at a stated price to be paid therefor, all of which is set forth therein; and

WHEREAS, the parties hereto wish to enter into an agreement based on said letter and attached exhibits. Micro Fiched

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, CONVE-NANTS AND CONDITIONS herein contained to be kept and performed by the respective parties, it is hereby mutually agreed as follows:

1. CONTRACTOR shall make a survey, investigation, analysis and written report on the Willow Slough Watershed, all in accordance with the letter dated September 30th, 1965, and attached Exhibits "A" and "B", addressed to the Director of Public Works, County

Agree. No. 65-167

1 of Yolo, a copy of said letter and exhibits
2 being attached hereto are hereby incorporated
3 into this agreement and made a part hereof as
4 though set forth in full herein. Micro Filed

5 2. CONTRACTOR shall assign Mr. J. G. Polifka as
6 Project Engineer for this project. Said Project
7 Engineer or his authorized representative shall
8 attend local Steering Committee and/or Technical
9 Advisory Committee Meetings required to properly
10 co-ordinate the work plan preparation with said
11 committees and the County.

12 3. COUNTY shall pay the consideration set forth in
13 the hereinabove referenced letter in the amounts,
14 at the time, and in the manner set forth therein.

15 4. Parties understand and agree that under Paragraph
16 5, Page 1 of the above referenced letter COUNTY
17 may designate any of its employees to perform the
18 duties required herein.

19 IN WITNESS WHEREOF, the parties hereto have set their
20 hands the day and year first above written.

21
22 BOYLE ENGINEERING

23 BY Leslie A. Clayton

24 LESLIE A. CLAYTON
25 Vice President

26 COUNTY OF YOLO, a political subdivi-
27 sion of the State of California

28 BY W. E. Shinton

29 CHAIRMAN OF THE BOARD OF SUPERVISORS
30 COUNTY OF YOLO, STATE OF CALIFORNIA

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Boyle ENGINEERING

Consulting Engineers

ARCHITECTS • ENGINEERS

21 SOUTH CALIFORNIA STREET • VENTURA, CALIFORNIA 93001 • 648.6871

September 30, 1965

Micro Fiched

Mr. Howard Van Ruyper, Jr.
Director of Public Works
Yolo County
Woodland, California

Dear Mr. Van Ruyper:

Proposal - Preparation of Watershed Work Plan
Willow Slough Watershed

We are pleased to submit this proposal to provide professional engineering services toward the preparation of a watershed work plan to serve as a basis for requesting federal financial assistance for the installation of flood control works of improvement under provisions of Public Law 566, the Watershed Protection and Flood Prevention Act.

The surveys, investigations and analyses required to prepare this work plan are generally described in the attached "Description of Surveys, Investigations and Analyses to be Included in Work Plan" for the Willow Slough Watershed (Exhibit "A").

Boyle Engineering will provide overall leadership and direction and provide engineering services in the preparation of this work plan within the limitations established by the division of responsibilities. Others providing technical and other assistance toward the preparation of this work plan will be Yolo County personnel and other local people representing the County's interests, the Soil Conservation Service, the State Division of Soil Conservation and other agencies.

The division of responsibilities for the preparation of this work plan assumed as the basis for this proposal is outlined in the attached "Division of Responsibilities for Preparation of Work Plan" for the Willow Slough Watershed (Exhibit "B"). The attached Exhibits "A" and "B" are to be considered as parts of this proposal.

It is understood that Yolo County will provide the services of Donald C. Rung, at no cost to Boyle Engineering, to assist in obtaining orientation to local conditions and progress in planning to date, and to provide assistance in maintaining coordination with local interests as planning progresses.

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September 30, 1965

We will begin work toward the preparation of this plan upon receipt of a Micro Fiched
"Notice to Proceed" from the Director of Public Works for Yolo County. It is estimated that the work plan will be completed within fifteen (15) months from the date that this notice is received. Progress will be contingent to a considerable extent upon timely actions by others than Boyle Engineering who have responsibilities in the preparation of this work plan. Boyle Engineering will proceed as expeditiously as is practical within these limitations.

Our proposed fee for providing services as specified in this proposal is \$60,000. Partial payments as various planning phases are completed would be due and payable as follows:

<u>Upon Completion of</u>	<u>Percent</u>	<u>Amount</u>
Hydrology (completion of appendix)	15	\$ 9,000
Preliminary Design	35	21,000
Final Design	25	15,000
Policy Draft of Work Plan	15	9,000
Final Work Plan	<u>10</u>	<u>6,000</u>
	100	\$60,000

In the event that Yolo County determines to discontinue this study after a "Notice to Proceed" has been received by our firm, we agree to accept payment for those services performed on an hourly basis in accordance with the following schedule:

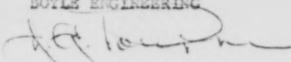
	<u>Per Hour</u>
Project Engineer	\$ 20.00
Design Engineer	16.00
Assistant Engineer	11.25
Draftsman	9.25

It is understood that thirty (30) days' prior notice will be given to us by the Department of Public Works of Yolo County if it is determined to discontinue any part of this study.

We look forward to the opportunity of accomplishing this work for Yolo County.

Respectfully submitted,

BOYLE ENGINEERING


J. G. Polifka
Project Engineer

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JCP:al

Enclosures

WILLOW SLOUGH WATERSHED
Yolo County
State of California

DESCRIPTION OF SURVEYS, INVESTIGATIONS,
AND ANALYSES TO BE INCLUDED IN WORK PLAN

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I. BASIC DATA (collection and organization)

All Local, State and Federal agencies will be contacted to obtain available data related to hydrology, geology and land use. Flood history and damage of the area will be intensively investigated. Residents of the area will be canvassed, pictures gathered, and maps drawn of historic flood events. A search will be made of local newspapers and other historical accounts. Aerial coverage and maps of the watershed will be obtained and used to aid in the development of the work plan.

II. HYDROLOGY

- A. Soil Cover complexes will be derived from present and future land use data supplied by the local work unit, city and county planning directors, and the Department of Water Resources.
- B. Runoff curve numbers will be determined in relation to the soil cover complexes. (Item A).
- C. The time of concentration will be computed by using the methods described in Section 4, hydrology supplement "A" of the National Engineering Handbook, referred to as the Hydrology Guide, and Kirpich's Formula used by the California State Division of Highways.
- D. Twelve and Twenty-four hour precipitation amounts will be obtained from the hourly rain gauge records at the University of California, Davis Campus and applied to the rest of the watershed by methods shown in the Hydrology Guide.
- E. Runoff hydrographs will be developed from the soil cover complex-runoff curve number-time of concentration-precipitation relationship from the above items for the various tributary areas.
- F and G. The various hydrographs developed under Item E, above, will be combined to form composite hydrographs in order to route the water thru the dams and channels of the project.
- H. Based on stream gauge records of nearby streams in the area (for example Putah Creek and Cache Creek), frequencies

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of runoff will be estimated and related to major and minor floods on this watershed.

- I. As a check, peak-volume relationships on nearby streams will be used in conjunction with staff gauge records on the Willow Slough Bypass at the point down stream from the outlet of the proposed Channel System I. Micro Fished
- J. With dams contemplated for design, spillway design hydrographs and freeboard hydrographs will be required. These will be developed in accordance with methods described in the Hydrology Guide.
- K. The hydrologic effects of fire protection and land treatment measures will be computed. Revised runoff curve numbers for future conditions will be developed and new resulting peak flows for engineering design computed.
- L. The firm yield on a frequency basis for use in multi-purpose reservoir studies will be computed by applying Section 3.20 of the Hydrology Guide.
- M. Determination of flood areas by given storm, depths, duration and point of beginning will be accomplished by interviewing residents of the area, and through the use of U.S.G.S. quad maps covering the area.

III. ECONOMICS

- A. The many natural and distinct flooding areas will be separated as evaluation units and located on appropriate base maps as described under Item II-M above.
- B and C. Land use data related to future agricultural and urban development will be plotted on base maps in conjunction with Item II-A above.
- D and E. Individual farmers will be contacted to determine the effects of flood water on agricultural crops, property and crop management practices. Single crop costs and return information will be prepared for crops grown on the watershed. Micro Fished
- F. Various City, County and State agencies will be contacted to determine non-agricultural flood damages and possible future damages.
- G. Damages will be measured for various degrees of protection to determine the program producing maximum net benefits within the desires of the local people. Computing land treatment effects will be an important step. Cost estimates of structural measures and alternates designed to provide the degrees of protection required will be computed to determine the B-C ratios and "best buys".

IV. LAND TREATMENT

- A. A basic soils and land capabilities map will be prepared. Measurements, and tabulations from this map will be made to obtain the amounts of various soil types and land capability classes. These tabulations will provide the basis for estimating conservation needs.
- B. The present land use will be determined from data supplied by DWR, Division of Resources Planning, recent aerial photos and field reviews which will be plotted on a base map.
- C, D, E, F, and G. Using the above base maps, a conservation needs study of the watershed will be made. The Woodland Work Unit's personnel and specialists will determine the following items:
 - (1) Types of measures eligible under the ACP Program and/or required under the provisions of Public Law 566.
 - (2) Total Watershed needs.
 - (3) Amounts applied to date.
 - (4) Current application rate.
 - (5) Amounts to be applied during projected period.
 - (6) Installation costs of practices concerned.
 - (7) Technical assistance costs.
- H. The State Division of Forestry will complete a study of all historical burns within the watershed boundary which are related to future development of the watershed.
- I. Upon completion of the above study, the State Division of Forestry will design and estimate costs for an improved fire protection program.

V. ENGINEERING AND GEOLOGY

The investigations and analyses contemplated cover the following:

- (1) The use of multiple and single purpose dam sites for flood prevention and recreation
- (2) Channel enlargements, and realignment of existing channels
- (3) Diversion of the waters in the Chickahominy Slough-Dry Slough area to Putah Creek.

A. Surveys

1. Cross-sections and profiles will be taken of existing channels proposed for improvement. Where it is feasible to divert flows, strip topography will be taken along the proposed route. The elevations obtained will be tied to U.S.G.S. datum and will be taken at intervals as dictated in the field, or at least at intervals of one-half mile. Existing channels requiring surveys are:

	Micro Fished
a. Willow Slough-----	Approx. 7.1 mi.
b. South Fork of Willow Slough----	Approx. 10.3 mi.
c. Dry Slough-----	Approx. 6.3 mi.
d. Chickahominy Slough-----	Approx. 5.5 mi.
e. Union Slough-----	Approx. 10.0 mi.
f. Cottonwood Slough-----	Approx. 2.3 mi.
g. Lamb Valley-----	Approx. 0.3 mi.
h. Channel System 1-----	Approx. 12.6 mi.
i. Channel System 2-----	Approx. 1.7 mi.
j. Chickahominy-Dry Slough Diversion-----	Approx. 2.0 mi.

Total Approx. 58.1 mi.

2. Cross-sections and profiles will be taken in the field along axes of dams and spillways, and topography surveys will be made of the reservoir area using U.S.G.S. quad maps. All elevations will be to U.S.G.S. datum. There are two potential dam sites being considered.
3. Cross-sections and photographs will be taken at proposed road and railroad crossings.

B. Investigations

1. Soils investigations will be conducted along the existing and proposed channel systems. This will require sampling and classification to a minimum depth of 10 feet adjacent to the channels. Field observations will determine the location and number of the samples.

- a. Mannings "n" may have to be estimated in some reaches of the existing channel to determine if channel improvements are necessary. These values will be estimated in the field and by photographs of the channels for analysis by other technicians.

2. Soils investigations will be needed at the dam site after the dams are determined as feasible in order to investigate foundations, spillways and borrow pit areas.

3. It will be necessary to determine the sedimentation rates of the watersheds behind the proposed dam sites to prescribe land treatment measures and determine the life of the structures.
4. If the area to the east of the City of Davis and Channel System I is developed, there will be need for a pumping plant to pump the water over the Yolo Bypass Levee.
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5. It will be necessary to gather data locally on rights-of-way, utilities and road relocation costs. This would cover all types of local land sales which have occurred lately and estimates of relocation costs by all the companies and local agencies concerned. This work will be primarily completed by the Yolo County Department of Public Works.

C. Preliminary Designs

Preliminary design of the dams, spillways, channels and pumping plants will be based on hydrologic and geologic information obtained under the above items.

1. Reservoirs

The following will be developed:

- a. Preliminary topographic data using U.S.G.S. quads
- b. Stage-storage-surface area curves.
- c. Storage requirement for various releases based on mass-inflow curves
- d. Recreational features.

2. Channels

The following will be developed:

- a. Channel capacities will be computed for 1% and 10% levels of protection, with and without dams in the channel system.
- b. Channel sizes will be designed in relation to the soil stability along the proposed route.
- c. Preliminary utility and bridge modifications will be estimated.

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3. Pumping Plants

Pumping plants will be designed to handle the calculated runoff for the level of protection required on its sub-watershed area.

4. Cost Estimates

Cost of all the above design items will be estimated by using costs for similar types of improvements developed to date. Costs of right-of-way will be based on current appraised valuation and estimated compensation for severance damages where applicable. Cost of relocation of utilities will be estimated after consulting the various agencies concerned.

5. Selection of Alternates

The above compiled information will be presented to the sponsors and residents of the area for selection of the final channel routing and combination of dams, channel improvements and multi-purpose recreational features.

D. Project Formulation

The selected alternate will be integrated into a project containing those purposes desired by the sponsors and residents of the area. The best combination of these plans, considering all reservoir locations, possible channel improvements facilities, and recreational features, will be determined. This plan will then be integrated with land treatment measures. The benefits will be optimized to obtain the greatest benefit for the least cost of construction.

E. Final Design

This will cover the selected alternate, involving the finalization and refinement of structural measures and costs at the optimum level of protection.

F. Final Revisions

After a preliminary review of the designs, cost estimates and drawings, any necessary revisions will be made.

VI. FISH AND WILDLIFE

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Consideration will be given to stocking the proposed reservoirs with warm water fish.

VII. APPENDIX COMPILATION (all fields)

When the HYDROLOGY, ECONOMICS, and ENGINEERING and GEOLOGY categories are complete, an appendix relating to each subject will be written. These appendices will be used by the E. & W.P.U. and other agencies for detailed reviews. They will

contain only information applicable to the development of the work plan and will be necessary for documentation.

VIII. REVIEWS

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All material compiled to this point will be reviewed by the Soil Conservation Service, State Division of Soil Conservation and the Yolo County Department of Public Works.

IX. WORK PLAN PREPARATION & REVIEWS

A "Policy review draft" of the work plan will be prepared and submitted to the Soil Conservation Service for review of all Soil Conservation Service policies. When this draft has been approved, an "agency review draft" will be prepared. This draft will be submitted to other interested agencies, such as the Corps of Engineers and the Department of Water Resources, for their comments. When all comments have been received, the final work plan will be prepared.

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WILLOW SLOUGH WATERSHED
Yolo County
State of California

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DIVISION OF RESPONSIBILITIES
FOR PREPARATION OF WORK PLAN

Following is summarized the division of responsibilities for developing the work plan, as outlined in Exhibit "A", which are understood to be agreed upon and assumed as the basis upon which Boyle Engineering makes this proposal to provide professional engineering services:

I. BASIC DATA (collection and organization)

Yolo County personnel will continue to investigate and obtain information relative to the flood history and damages that have occurred within the watershed. This information will be tabulated, illustrated on maps and reported for use in economic evaluation and project formulation.

The primary responsibility for obtaining detailed basic information required for the hydrologic analysis will be carried by Yolo County personnel.

Basic information related to land use will be provided by Yolo County personnel and the Soil Conservation Service. This information will be used primarily for the development of a land treatment program and for economic evaluation of the project.

It is understood that aerial photographs of this watershed, which were flown in 1964, are available; and that a set of contact prints, for use with stereoscope, and coverage to a larger scale, will be provided to Boyle Engineering by the Soil Conservation Service or Yolo County. It is also understood that an aerial mosaic of the watershed will be provided for use in meetings and other presentations of project plans.

Boyle Engineering will work with personnel having primary responsibilities for obtaining basic information to encourage its being obtained in a timely manner and to assure that it is adequate for the purposes intended.

II. HYDROLOGY

Yolo County personnel are currently developing information for the hydrologic analysis, including soil-cover complexes, runoff curve numbers, times of concentration and precipitation intensities for various durations and frequencies of occurrence (II-A through II-D). It is estimated that this work is 60 percent completed. It is understood that Yolo County personnel will complete the development of this information.

It is understood that the Soil Conservation Service will cooperate with Boyle Engineering in the use of this and other information to obtain hydrologic conclusions in compliance with Items II-E through II-I. The Soil Conservation Service will provide computer services, as required, to develop and combine hydrographs and route through dams and channels,

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including such services required to determine the hydrologic effects of fire protection and land treatment. Boyle Engineering will have the responsibility for obtaining and developing information and establishing conclusions as required by these outline items.

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Yolo County personnel are currently developing information in compliance with Item II-M. It is understood that they will complete these investigations and that the information will be tabulated, illustrated on maps and reported for use in the development of the project work plan. Boyle Engineering will review this information as it is being developed and assist in determining its adequacy for work plan development requirements.

III - ECONOMICS

Yolo County personnel are currently developing information in compliance with Items III-A through III-F. It is understood that they will complete these investigations and that the information will be tabulated, illustrated on maps and reported for use in the development of the project work plan. Boyle Engineering will review this information as it is being developed and assist in determining its adequacy for work plan development requirements.

Boyle Engineering, in cooperation with the Soil Conservation Service, will interpret this information and make economic determinations as required by Item III-G.

IV - LAND TREATMENT

It is understood that the Soil Conservation Service will complete the development of all information required under Items IV-A through IV-G and that the State Division of Forestry will develop information in compliance with Items IV-H and IV-I.

Boyle Engineering will have the responsibility for incorporating this land treatment information into the work plan.

V - ENGINEERING AND GEOLOGY

A. Surveys

It is understood that Yolo County personnel will perform all required field surveys and provide drawings of profiles, cross-sections, topography and other survey information to Boyle Engineering. This will include providing photographs as required.

B. Investigations

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Geologic investigations will be required along the existing and proposed channel systems and for consideration of dams that may be included in the work plan. These investigations are not within the scope of data to be provided by Boyle Engineering under this proposal. It is understood that they will be accomplished by separate negotiation with Boyle

Engineering or by other means arranged by Yolo County acceptable to Boyle Engineering.

It is understood that the Soil Conservation Service will determine sedimentation rates as required for work plan development.

It is understood that the Yolo County Department of Public Works will provide information to Boyle Engineering as indicated under Item B-5.

C. Preliminary Designs

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Boyle Engineering will develop all preliminary designs in compliance with Items C1 through C5 except for surveys as specified under Item V-A.

D. Project Formulation

Boyle Engineering will formulate the project to include improvements desired by the sponsors and residents of the area which can be justified on the basis of criteria approved by the Soil Conservation Service.

E. Final Design

Boyle Engineering will complete the design of project structural measures determined for inclusion in the work plan to the extent required to meet work plan requirements. This will include responsibility to make necessary revisions after review of designs, cost estimates and drawings has been made by the Soil Conservation Service.

VI - FISH AND WILDLIFE

Boyle Engineering will incorporate appropriate information provided by others regarding stocking of proposed reservoirs with fish.

VII - APPENDIX COMPILATIONS

Boyle Engineering will develop appendices for HYDROLOGY and ECONOMICS in cooperation with Soil Conservation Service and Yolo County personnel. Boyle Engineering will accomplish the compilation and provide copies to the E.&W.P.U. (SCS) and other agencies for detailed reviews.

Boyle Engineering will develop appendix material for ENGINEERING and GEOLOGY, including information provided to Boyle Engineering on geologic investigations; and copies will be provided to the E.&W.P.U. (SCS) and other agencies for detailed reviews.

VIII - REVIEWS

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Boyle Engineering will review all material compiled and developed with the Soil Conservation Service and the Yolo County Department of Public Works prior to the preparation of the "Policy Review Draft" of the work plan.

IX - WORK PLAN PREPARATION AND REVIEWS

Boyle Engineering will prepare the "Policy Review Draft" of the work plan for review by the Soil Conservation Service to assure conformance with Soil Conservation Service policies.

When the review of the "Policy Review Draft" of the work plan has been completed Boyle Engineering will make necessary revisions and prepare an "Agency Review Draft". Micro Fiched

When the review of the "Agency Review Draft" has been completed and comments have been received from reviewing agencies, Boyle Engineering will make the necessary revisions and prepare the final work plan.

Boyle Engineering will prepare typed masters for all editions of the work plan and provide drawings and illustrations to standards suitable for reproduction. Boyle Engineering will reproduce the "Policy Review Draft" of the work plan in a sufficient number of copies to permit review by the Soil Conservation Service.

It is understood that Yolo County will arrange with the Soil Conservation Service to reproduce the required number of copies of the "Agency Review Draft" and the final work plan at no cost to Boyle Engineering.

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FILED

NOV 18 1965

LAWRENCE P. HENRIKSEN, Clerk
By *[Signature]*
Deputy

STATE OF CALIFORNIA
STANDARD AGREEMENT

YOLO COUNTY
AGREEMENT NO. 65-168

NUMBER 282

THIS AGREEMENT, Made and entered into this 1st day of July, 1965, at Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected or appointed, qualified and acting Assistant Chief, Division of Administration Department of Public Health
hereinafter called the State, and
Department or other agency

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County of Yolo
hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. The Contractor shall maintain a cervical cytology screening program through the County Health Department for the detection of cervical cancer. The Contractor shall report to the State not later than June 30, 1966 on the progress and the value of the program of early detection of cervical cancer in an indigent population in a rural community.
2. The period of this contract shall be from July 1, 1965 through June 30, 1966.
3. In consideration of the above services performed in a manner satisfactory to the State, the State agrees to reimburse the Contractor, in arrears, upon submission of an invoice in triplicate at the rate of \$2.00 per slide prepared from cervical smears and examined, provided however, that the total amount of this contract shall not exceed \$300.00.
4. The Contractor agrees that he will comply with the Civil Rights Act of 1964 (P.L. 88-352) to the end that, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in; be denied the benefits of, or be otherwise subjected to discrimination under any program or activity which is supported by Federal Funds. In the event of non-compliance such Federal Funds will be withheld until compliance

The provisions on the reverse side hereof constitute a part of this agreement. (Continued on reverse side)
IN WITNESS WHEREOF, This agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Approved as to Form
Dated Oct 18 1965
[Signature]
Clerk of Yolo County

STATE OF CALIFORNIA
Department of Public Health
Name of State agent
[Signature]
Assistant Chief, Division of Administration

Contractor County of Yolo
(If other than an individual, state whether a corporation, partnership, etc.)
By *[Signature]*
Chairman, Board of Supervisors
County of Yolo, State of California
Title
P. O. Box 532
Woodland, California 95696

(Continued on 4 sheets, each bearing name of Contractor)

DO NOT WRITE IN THIS SPACE

To Be Charged Against	APPROPRIATION Support Item 161 CH 757/65 FUNCTION OR FUND General Fund LINE ITEM ALLOTMENT 276-10,7	F.Y. 65/66
Amount of this Estimate		300.00
Unencumbered remainder after posting this estimate to Allotment Expenditure Ledger		201,418.00
Adjustment increasing encumbrances		
Adjustment decreasing encumbrances		

This contract exempt from Department of General Services approval per SAM 1281.1

I Herby Certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. (After T.B.A. No. or B.A. No. _____)

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[Signature]
Signature of Accounting Officer
DATE 11-18-65

1. The State hereby agrees to pay for the services and materials at the times, in the manner and for the consideration, herein expressed.

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2. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workman's compensation insurance at Contractor's own cost and expense.

3. The parties hereto agree that the Contractor, and any agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

4. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

5. This agreement is not assignable by Contractor either in whole or in part.

6. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

7. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

8. Contractor shall not be allowed or paid travel or per diem expenses unless set forth in this agreement.

can be assured. Invoices will certify that services performed under this contract have been provided in compliance with Civil Rights Act of 1964.

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FILED

JAN 18 1966

LAURENCE P. HENIGAN, Clerk

MIGRANT PROGRAM GRANT AGREEMENT

MP-11

By *Robert E. Hines*
Deputy

YOLO COUNTY
AGREEMENT NO. 65-169

THIS AGREEMENT, made and entered into this 28th day of October, 1965 at Sacramento, California, by and between the State of California, through its Department of Finance, hereinafter called the State, and the Yolo County Department of Public Health, hereinafter called the Contractor.

WITNESSETH:

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WHEREAS, the Congress of the United States, through the Office of Economic Opportunity, Executive Office of the President, hereinafter called OEO, has made a grant to the State of California for the purpose of developing and operating programs which will meet the special needs of migratory agricultural workers and their families in the fields of housing, sanitation, education and day care of children, and

WHEREAS, local public agencies and private nonprofit agencies, institutions and organizations may qualify for these migrant funds in support of projects approved by the State, and

WHEREAS, the Contractor has submitted to the State an Application for Community Action Program, attached Exhibit B, and

WHEREAS, said application has been approved in its present form for funding by the State,

NOW, THEREFORE, it is mutually agreed as follows:

1. The Contractor will carry out the services described in attached General Terms and Conditions, marked Exhibit A, and said approved project application, marked Exhibit B, which Exhibits A and B are by this reference made a part hereof.
2. The period of this contract shall be from November 1, 1965 to June 30, 1966.
3. The Contractor shall maintain such records and accounts, including property, personnel, and financial records, as are deemed necessary by the State or the Director of OEO to assure a proper accounting of all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the State, the OEO, or the Controller General of the United States or any authorized representative, and will be retained for three years after the expiration of this contract unless permission to destroy them is granted by both the State and the Director of OEO. Contractor shall make financial, program progress, and other reports as required by State or OEO, and will arrange for on-site inspections by State or OEO representatives at the request of either.

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Agree 10-25-169

4. The Contractor shall spend no more than \$ 6,884.00 Micro Fiched
the performance of this contract, of which \$ None in
shall be contributed by the Contractor. The Contractor
contribution may be in-kind in which case the value will be
computed in accordance with Item 15 of Exhibit A, and pages
1 to 12 of Exhibit B. It is expressly under-
stood and agreed that in no event will the total amount paid
by the State to the Contractor under this agreement exceed
\$ 6,884.00 for full and complete and satisfactory
performance.
5. Contracts calling for the erection, construction, alteration,
repair or improvement of any structure, building, road, or
other improvement of any kind, shall be subject to the terms
and conditions of Exhibit C, Special Terms and Conditions
Governing Housing Contracts, which is hereby incorporated
by reference. Any conflict between terms of Exhibit C and
other provisions of this contract shall be resolved in favor
of Exhibit C.
6. This contract is subject to the approval of the State Department
of General Services.
7. Any income or payments received by the Contractor or delegate
agencies for services including, but not limited to rent,
tuition or fees, under this contract shall be subtracted
from the total contract. The maximum charge will not exceed
\$.50 per night per family.
8. The attached Fair Employment Practices Addendum, Standard
Form 3, is hereby incorporated by reference and made a part
of this contract.
9. The parties hereto agree that the Contractor, and any agents
or employees of the Contractor, in the performance of this
agreement, shall act in an independent capacity and not as
officers or employees or agents of State of California.
10. Provided this is an agreement as defined in Section 895 of
the Government Code, the State agrees to indemnify the Contractor
for any liability imposed on the Contractor by any law for
injury caused by a negligent or wrongful act or omission of
the State, its officers, employees, or servants, occurring
in the performance of this agreement, and the Contractor agrees
to indemnify the State for any liability imposed on the State
by any law for injury caused by a negligent or wrongful act
or omission of the Contractor, its officers, employees, or
servants, occurring in the performance of this agreement.

11. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto. Micro Fiched
12. The property constructed, renovated or repaired with grant funds shall not be diverted from its primary use as a facility for the housing of migrant and other seasonal agricultural workers without the prior approval of the State and the OEO.
13. A grantee which is a private non-profit organization must submit to the State and OEO, no later than the date of this contract, evidence that it has established an accounting system which, in the opinion of a certified public accountant or duly licensed public accountant, is adequate to meet the purposes of the contract.
14. IN WITNESS WHEREOF, this agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

STATE OF CALIFORNIA

DEPARTMENT OF FINANCE

BY

COUNTY OF YOLO
CONTRACTOR

BY

CHAIRMAN, BOARD OF SUPERVISORS
YOLO COUNTY, STATE OF CALIFORNIA

W.N.	row	major	support
Department of General Services			
APPROVED			
DEC 14 1965			
BY	<i>Paul D. [Signature]</i>		
	Aud. Chief Counsel		

Approved as to Form

Dated 12-8-65

County Council
of Yolo County

Migrant Program
General Fund, Ch. 757/65, Item 143F
68.1.2.17.3 Project Support

\$6,884.00

Raymond [Signature]
Accounting Officer

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APPROVED BY

For Major Grant

STATE OF CALIFORNIA
DEPARTMENT OF FINANCE

Micro Fiched

GENERAL TERMS AND CONDITIONS GOVERNING
MIGRANT PROGRAM GRANT AGREEMENTS

Contracts for Migrant Programs supported by OEO funds granted to the State of California are subject to the following:

1. Termination of Contracts. If through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, or if the grant from the OEO under which this contract is made is terminated by the OEO, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In no case shall the termination date be later than the date specified by OEO in its termination notice to the State. The State assumes no responsibility for obligations disallowed by OEO. If the Contractor is unable or unwilling to comply with such additional conditions as may be lawfully applied by OEO to the grant to the State, the Contractor shall terminate the contract by giving written notice to the State signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Contractor under the contract shall, at the option of the State, become its property and the Contractor shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of the contract by the Contractor, and the State may withhold any reimbursement to the Contractor for the purpose of set-off until such time as the exact amount of damages due the State from the Contractor is agreed upon or otherwise determined.
2. Travel Expenses. If the Contractor is a public agency, expenses charged for travel shall not exceed those allowable under the customary practice in the government of which the agency is a part. If the Contractor is a private agency, expenses charged for travel shall not exceed those which would be allowed under the rules of the United States Government governing official travel by its employees.

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3. Expenses Disallowed. No contract funds shall be expended for:
- a. any expenses other than those necessarily incurred in the performance of this contract;
 - b. the purchase of real property; Micro Filled
 - c. the purchase of personal property at prices exceeding \$500 per item;
 - d. the cost of meals for employees or officials of the Contractor except when on travel status;
 - e. costs incurred before the effective date of this contract.
4. Accounting for Property. If property costing less than \$250 per item (1) is properly acquired with contract funds, and (2) is expected at the time of acquisition to be used indefinitely for the purpose for which it was purchased, title to such property shall vest in the Contractor at the time of acquisition. If property acquired with contract funds (1) has a cost of \$250 or more per item or is (2) not expected at the time of acquisition to be used indefinitely for the purpose for which it was acquired title to such property shall vest in the State to be held on behalf of the OEO. If property purchased under this contract is diverted to uses inconsistent with this contract, the Contractor shall be liable to the State for the unused value of such property.
5. Publication and Publicity. The Contractor may publish results of its functions and participation in the approved Community Action Program without prior review by the State, provided that such publications acknowledge the program as supported by funds granted by OEO pursuant to the provisions of the Economic Opportunity Act of 1964, and that five copies of each publication are furnished to OEO plus such copies to the State as State may reasonably require.
6. Copyrights. If the contract results in a book or other copy-rightable material, the author is free to copyright the work but the Office of Economic Opportunity reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and other material which can be copyrighted resulting from the contract.

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7. Patents. Any discovery or invention arising out of or developed in the course of work aided by this contract shall be promptly and fully reported by the Contractor to the State and to the Director of GEO for the determination as to whether patent protection of such an invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered to order to protect the public interest.
8. Labor Standards. All laborers and mechanics employed by contractors or subcontractors and the construction, alteration, or repair, including painting and decorating of projects, buildings and works which are federally assisted under this contract shall be paid wages and rates not less than those prevailing at similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U. S. C. 276a-276a-5). Micro Fiched
9. Covenant Against Contingent Fees. The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the State shall have the right to annul this contract without liability, or in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
10. Political Activity Prohibited. None of the funds, materials, property or services contributed by the State or the Contractor under this contract shall be used in the performance of this contract for any partisan political activity, or to further the election or defeat of any candidate for public office.
11. Religious Activity Prohibited. There shall be no religious worship, instruction or proselytization as part of or in connection with the performance of this contract.
12. Use of Funds. Funds may be expended pursuant to the contract only for the purposes specified in the approved attached project application and in accordance with applicable Federal, State and local laws and regulations. The Contractor assumes liability for any expenses incurred which are disallowed by GEO as being expended for an unspecified purpose under the grant to the State. Contractor agrees to reimburse State and GEO for unlawful expenditures.

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Funds may be used for the following direct costs: salaries and necessary travel expenses of professional, technical and supporting personnel; rental of space (including minor renovations and repairs); purchase of equipment, supplies and services; and such other specifically authorized expenses *Micro Fiched* as may be essential to carry out the project. Where personnel work only part-time on the project, only that portion of their salaries and travel attributable to project operations may be paid from contract funds. Supporting time, salary and travel records must be kept in such instances.

13. Budgets. Distribution of costs between categories of expenditure will follow the approved budget, except that any category may be exceeded by 10% provided the total contract budget is not increased. Where (1) a larger transfer is involved or (2) a transfer, regardless of the amount, would result in a significant change in the character or scope of the project, an approved amendment to this contract must be secured.
14. Invoice Procedure. Subject to the receipt of funds from OEO, the State shall make monthly payments to the Contractor upon receipt of an invoice in triplicate. This invoice shall indicate disposition of the amount requested in such detail and format as is acceptable to the State. Payment shall be made only from funds specifically authorized for this purpose.
15. Non-Federal Share. The non-Federal share of community action program costs may be contributed in cash or in-kind. A contribution is treated as "in-kind" if it consists of the use of services or property owned by, or loaned to, the Contractor.

A contribution which consists of the imputed rental value of a building shall be considered as an in-kind contribution, but where rent is actually paid by the applicant or a delegate agency, it shall be treated as a cash contribution.

In-kind contributions may include the cost of staff assigned to the community action program, supporting services which can be identified and priced, and the use of office space, automobiles, office equipment, and other facilities and equipment necessary to the effective operation of the program. In-kind contributions shall be valued at actual costs for personal services, and at rental value for property and equipment. *Micro Fiched* However, in the case of property or equipment which is clearly more expensive to rent, or whose life would not exceed the length of the grant period, valuation may be at fair market value. When there is a question as to whether it is cheaper to rent or purchase property or equipment, a comparison of relative costs shall be made on the assumption that the project will continue for three years.

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In computing the value of in-kind contributions, the services of a full-time volunteer shall be valued at \$3,000 per year, and the services of part-time volunteers shall be valued accordingly, provided that the volunteer spends at least half-time (20 hours per week) on the community action program. No value may be attributed to volunteer services on less than a half-time basis. Micro Fiches

The non-Federal share may be provided by any public or private agency, but may not include assistance provided through other Federal programs, nor may any portion of the non-Federal share under any other Federal program be used to meet matching requirements for community action programs. A contribution may consist of the use of space in a public building or other facility, even though Federal public works assistance may have been involved in its original construction.

Items which may not, in general, be included as a contribution to the non-Federal share include:

- a. Time spent on the development, conduct, and administration of a community action program by members of the governing body or advisory committees of the community action agency or a delegate agency, to the extent that such time is spent in their capacity as members of such bodies.
- b. The provision of supervision by persons who, in their normal capacity, are required to supervise the activities of community action program personnel and who will spend a small fraction (under 25%) of their time doing so.
- c. Items such as legal advice which are normally provided to local public or private agencies by other governmental agencies without charge. (To the extent that these services are not normally provided without charge, they may be counted.)
- d. Any cost incurred or contribution of services made prior to the effective date of this contract. Normally, this will be the date on which the Governor of the State consents to the carrying out of the program.

16. Increase in Non-Federal Contribution. Section 208 (b) of the Economic Opportunity Act requires that expenditures or contributions made from non-Federal sources for a community action program or component thereof shall be in addition to the aggregate expenditures or contributions from non-Federal sources which were being made for similar purposes prior to the extension of Federal assistance. The principal intent Micro Fiches

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of this requirement is to ensure that the on-going level of anti-poverty effort in the community is increased. Federal assistance is intended to supplement and raise existing levels of local support for action against poverty, not to replace it.

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To ensure that the requirements of Section 208(b) are satisfied, both of the following conditions must be met:

- a. The applicant must demonstrate, for each component of the community action program, that the proposed expenditures, including any amounts claimed as non-Federal share, will represent a net increase in the expenditures from non-Federal sources for activities similar to those in the component. For this purpose, the base period to be used for comparison is the 12-month period before submission of the application for the initial Federal grant.

This base period will remain unchanged with respect to a particular component, so that the community's level of expenditures in this period will be the basis for comparison in making both initial and renewal grants. For the purpose of this section, activities will be considered "similar" to those in a component project if they serve essentially similar needs. Thus, a component for pre-school classes would be compared to existing pre-schools for children in areas of poverty.

- b. In addition, the applicant shall assure OEO that the prior level of non-Federal expenditures or contributions concerned with poverty will be maintained in the sense that funds have not been and will not be diverted from other activities focussing on the needs of the poor so as to finance the community action program.

17. Educational Facilities. If the Contractor is to provide educational facilities for migrants, the following special conditions apply:

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- a. No portion of the funds provided for education shall be used for direct legal services.
- b. All education programs will be under the direction and sponsorship of a local school district; a state institution of higher learning; or the State Department of Public Instruction.

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18. Personnel. The Contractor will be expected to employ only capable and responsible personnel who are of good character and reputation, are sympathetic with the objectives of the Economic Opportunity Act and the administrative policies promulgated thereunder, and are not members of subversive organizations. While the attainment of a high level of education and prior experience may be essential to performance in certain capacities, every consideration should be given to providing opportunities to poor persons who have been denied the benefit of formal education and who are willing to learn to perform new functions.

Within thirty days, the grantee will submit to CEO a detailed biography of the Director of the staff which is to work on the community action program.

19. Site Preservation. Contractor will assure that project sites, together with all improvements constructed or installed with assistance under this grant, will remain in public ownership or subject to exclusive public use and control for a period which is appropriate and reasonable in view of the purposes of this grant and the character and value of such sites and improvements.

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Office of Economic Opportunity
APPLICATION FOR COMMUNITY ACTION PROGRAM

FORM APPROVED.
BUDGET BUREAU NO. 115-R019

CAP 1. SUMMARY OF APPLICATION

1.1 TYPE OF APPLICATION			DO NOT FILL IN: (For Administrative Use)		
☒ INITIAL APPLICATION ☐ ADDITION OF COMPONENT PROJECTS ☐ AMENDMENT TO PREVIOUSLY APPROVED PROGRAM ☐ OTHER (Specify)					
1.2 IDENTIFICATION OF APPLICANT			1.3 TYPE OF APPLICANT		
NAME OF APPLICANT AGENCY COUNTY OF YOLO DEPARTMENT OF PUBLIC HEALTH MAILING ADDRESS P.O. Box 1157 POST OFFICE WOODLAND			1.3.1 PUBLIC AGENCY <i>If applicant is a public agency, check if it is a:</i> ☐ CITY ☒ COUNTY ☐ STATE ☐ TRIBAL COUNCIL ☐ INSTITUTION OF HIGHER EDUCATION ☐ OTHER (Specify)		
STATE		ZIP CODE			
CALIF.		95696			
1.4 AREA TO BE SERVED BY THE COMMUNITY ACTION PROGRAM			1.3.2 PRIVATE NONPROFIT ORGANIZATION <i>If applicant is a private organization, check if it is a:</i>		
COUNTY-WIDE			☐ NEWLY ESTABLISHED NONPROFIT ORGANIZATION ☐ NONPROFIT ORGANIZATION WITH A PRIOR CONCERN WITH POVERTY ☐ INSTITUTION OF HIGHER EDUCATION ☐ OTHER (Specify)		
COUNTY(IES) IN WHICH AREA IS LOCATED					
YOLO					
STATE(S)		CONGRESSIONAL DISTRICT(S)			
CALIFORNIA		4TH			
1.4.1 POPULATION OF AREA		1.5 PERIOD OF GRANT <i>How long will the Community Action Program be financed by the grant requested in this application?</i>		NO. OF MONTHS	
URBAN	RURAL	TOTAL			
61,560	26,340	87,900			9 MONTHS

COMPONENT PROJECTS INCLUDED IN THIS APPLICATION

(Use separate form if more space is required below.)

COMPONENT PROJECT NO.	BRIEF DESCRIPTIVE TITLE OF COMPONENT PROJECT	TOTAL ESTI- MATED COST OF COMPONENT	TITLE II-A PORTION ONLY	
			FEDERAL GRANT REQUESTED	NON-FEDERAL SHARE TO BE PROVIDED
1	MIGRANT FIELD SANITATION	6,258.00	5,632.00	626.00
TOTAL ESTIMATED COST OF ALL COMPONENT PROJECTS		6,258.00		
COST ATTRIBUTABLE TO TITLE II-A ONLY			5,632.00	626.00

ACCEPTANCE OF CONDITIONS

On the basis of all forms, exhibits, and supplementary statements attached hereto, application is hereby made for a grant pursuant to Title II-A of the Economic Opportunity Act in the amount specified above to support the Community Action Program proposed in this application. It is understood and agreed by the undersigned that any grant received as a result of this application is subject to the conditions contained in the COMMUNITY ACTION PROGRAM GUIDE. Assurance is given that the personnel policies of the applicant agency and of any delegate agencies will conform to the standards set forth in PART B, Section 8 of the CAP GUIDE (Selection of Personnel).

TYPED NAME AND TITLE OF INDIVIDUAL AUTHORIZED TO SIGN WILLIAM E. DUNCAN, CHAIRMAN BOARD OF SUPERVISORS		SIGNATURE 
TELEPHONE NO. (Include area code) 916-795-2057	DATE October 25, 1965	
CAP FORM 1 JAN 65		65-11587

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EXHIBIT-B.

Office of Economic Opportunity
APPLICATION FOR COMMUNITY ACTION PROGRAM

FORM APPROVED.
BUDGET BUREAU NO. 116-R019

CAP 2. PROGRAM CHARACTERISTICS

NAME OF APPLICANT AGENCY

COUNTY OF YOLO

DEPARTMENT OF PUBLIC HEALTH

DO NOT FILL IN: (For Administrative Use)

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2.1 PROVISION OF NON-FEDERAL SHARE

Attach a statement describing how the non-Federal share of total estimated program cost will be provided. The statement shall describe separately for each component:

- The amount of the non-Federal share to be provided in cash and in-kind. \$626.00
- The basis for estimating the fair value of each of the in-kind contributions. PERCENTAGE FIGURE OBTAINED FROM ADMINISTRATIVE OFFICE
- The name and nature of the agency or organization making a contribution to the non-Federal share (whether from public or private sources), and whether there are any conditions attached to the receipt of the local share. COUNTY OF YOLO

2.2 INCREASE IN NON-FEDERAL CONTRIBUTION

Attach a statement, including necessary data, explaining that the contributions from non-Federal sources for this Community Action Program (described in Item 2.1) are in addition to the aggregate expenditures or contributions for similar purposes from non-Federal sources which were being made prior to the submission of this application.

2.3 RESIDENT PARTICIPATION N/A

Attach a statement describing the ways in which the maximum feasible opportunity to participate in program development, conduct, and administration will be provided to residents of the areas and members of the groups to be served. The statement shall describe:

- The ways in which such residents and members have participated in the preparation of this application.
- The roles that will be played by such residents and members in program direction, policy-making, and advisory capacities in carrying out the program proposed by this application.
- The ways in which opportunities will be provided for participation by such residents and members as program employees.

2.4 MOBILIZATION OF RESOURCES

THIS WILL BE AN AUGMENTATION TO THE EXISTING MIGRANT HEALTH PROGRAM AND CLOSELY LINKED.

Attach a statement describing the efforts being made to mobilize public and/or private resources through coordination of existing and proposed activities. The statement shall describe:

- The ways in which existing public programs concerned with the problem of poverty will be coordinated with the Community Action Program.
- The ways in which existing private activities concerned with poverty will be coordinated with the Community Action Program.
- The ways in which the different component projects of the Community Action Program will be linked to one another and to existing public and/or private programs. This shall include an indication of why the component projects to be undertaken were selected (in terms of the characteristics and location of poverty in the community and in light of possible alternative projects).

2.5 ASSURANCE OF COMPLIANCE ON CIVIL RIGHTS

Attach a fully executed copy of the Civil Rights Assurance Form for the applicant agency.

2.6 CHECKPOINT PROCEDURE ON COORDINATION N/A

Attach a statement describing how the checkpoint procedure on coordination, as set forth in Part F of the CAP GUIDE, has been followed, and identifying the character of support by local public and private agency officials for the community action program and any existing problems of program inter-relationship.

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Office of Economic Opportunity
APPLICATION FOR COMMUNITY ACTION PROGRAM

FORM APPROVED
BUDGET BUREAU NO. 116-R019

CAP. 3 APPLICANT AGENCY

NAME OF APPLICANT AGENCY
COUNTY OF YOLO
DEPARTMENT OF PUBLIC HEALTH

DO NOT FILL IN: (For administrative use)

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3.1 GOVERNING BODY

What kind of governing body or policy making body is responsible for the community action program (Board of Directors or Trustees, Policy Board, etc.)? Attach a description of the governing body, its relationship to its own staff, and its relationship to other agencies in the community, using diagrams where feasible. Include an explanation of how members are elected or appointed to the governing body, both initially and as the terms of present members expire.

COUNTY BOARD OF SUPERVISORS

3.2 ROLE OF GOVERNING BODY

Indicate the responsibilities exercised by the governing body by checking the appropriate box or boxes.

☒ NAMES KEY EXECUTIVE STAFF

☐ MAKES MAJOR POLICY DECISIONS

☒ APPROVES APPLICANT'S BUDGET

☒ APPROVES THE COMMUNITY ACTION PROGRAM DESCRIBED IN THE APPLICATION

OTHER (Specify)

Does the governing body have the power to authorize expenditures for the community action program without the need for concurrence by any other person or group? ☒ YES ☐ NO If the answer is "No", attach an explanation.

3.3 MEMBERSHIP OF GOVERNING BODY

List each member of applicant agency's governing body, the position he occupies on such body and the organization which such member represents or with which he is affiliated, if any.

NAME OF MEMBER OF APPLICANT'S GOVERNING BODY	TITLE OR POSITION OF MEMBER ON APPLICANT'S GOVERNING BODY	OTHER ORGANIZATION WHICH MEMBER REPRESENTS OR IS AFFILIATED WITH (if any)
WILLIAM E. DUNCAN	CHAIRMAN	
J. W. McDERMOTT	MEMBER	
SUMNER W. COMBS, SR.	MEMBER	
J. DUDLEY STEPHENS	MEMBER	
W. W. CONNOR	MEMBER	

(Use Continuation Sheet if necessary.)

3.4 BIOGRAPHICAL DATA ON STAFF DIRECTOR

Has the director or principal administrator of the staff of the applicant agency been selected? If answer is "YES", attach biographical data as required in Part F of the CAP GUIDE.

☒ YES ☐ NO

3.5 IDENTIFICATION OF APPLICANT

Insert the identification number assigned to the applicant agency by the Internal Revenue Service in the space provided.

INTERNAL REVENUE SERVICE IDENTIFICATION NUMBER

Office of Economic Opportunity
APPLICATION FOR COMMUNITY ACTION PROGRAM

FORM APPROVED.
BUDGET BUREAU NO. 116-R019

CAP. 4. ELIGIBILITY OF APPLICANT
(This form is to be filled in by the applicant agency's counsel.)

NAME OF APPLICANT AGENCY COUNTY OF YOLO DEPARTMENT OF PUBLIC HEALTH	DO NOT FILL IN (For Administrative Use) Micro Fiched
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4.1 TYPE OF APPLICANT ☒ PUBLIC ☐ PRIVATE NONPROFIT	4.2 PUBLIC AGENCY If public, indicate whether applicant is an agency of: ☐ STATE(S) ☒ COUNTY(IES) ☐ CITY(IES) ☐ INSTITUTION(S) OF HIGHER EDUCATION (See Item 4.3 for definition) ☐ TRIBAL COUNCIL(S) OTHER (Specify)
---	---

If applicant is a public agency, proceed to Item 4.7; do not answer Items 4.3 through 4.6.2.

4.3 INSTITUTION OF HIGHER EDUCATION
☐ Check here if applicant is an institution of higher education as defined in Section 401(f) of the Higher Education Act of 1963, Public Law 88-204. If this is the case, proceed to Item 4.7; do not answer Items 4.4 through 4.6.2.
Was the institution in existence prior to August 21, 1964? ☐ YES ☐ NO

4.4 PRIVATE NONPROFIT ORGANIZATION
If applicant is a private nonprofit organization other than an institution of higher education, answer all of the following questions.

4.4.1 NONPROFIT STATUS
Has the applicant received a ruling from the Internal Revenue Service that it is tax-exempt and capable of receiving tax-deductible contributions? ☐ YES ☐ NO

4.4.2 If the answer to Item 4.4.1 is "YES", give date of ruling by the Internal Revenue Service:
DATE _____

4.4.3 If the answer to Item 4.4.1 is "NO", has such a ruling been applied for? ☐ YES ☐ NO
If "YES", give date of application for ruling: DATE _____

4.4.4 If the above-described ruling has not yet been granted by the Internal Revenue Service, do you certify to the best of your information and belief that the applicant qualifies for such a ruling?
☐ YES ☐ NO

4.4.5 NONPOLITICAL
IS APPLICANT A POLITICAL PARTY?
☐ YES ☒ NO

4.5 CORPORATE STATUS

INCORPORATED ☐ YES ☐ NO	IF YES, GIVE DATE AND STATE OF INCORPORATION _____	IF NO, GIVE DATE OF ORIGIN _____
--	---	-------------------------------------

4.6 CONCERN WITH POVERTY

4.6.1 PRIOR CONCERN Has the applicant agency had a concern with problems of poverty prior to the submission of this application?
☒ YES ☐ NO
If the answer is "YES", attach a statement describing the date on which this concern began, the way in which it has been expressed, and any results that have been achieved through such concern.

4.6.2 SPONSORSHIP Is the applicant agency sponsored by a public agency or by a private institution or organization with a prior concern with problems of poverty?
☐ YES ☐ NO
If so, attach a statement describing the sponsoring agency, institution, or organization and the nature of its sponsorship. A letter or resolution from the sponsoring agency should be included, expressing its agreement to be a sponsor of the applicant agency. Where the sponsor is a private institution or organization, the statement should include a description of its prior concern with problems of poverty. (See Item 4.6.1 above.)

4.7 CERTIFICATION OF AUTHORITY

I, the undersigned, as a duly licensed attorney at law, hereby certify that to the best of my information and belief, the applicant agency has the authority, under applicable principles of law, to carry out the program described in this application.

TYPED NAME OF COUNSEL LEWIS F. SHEARER ADDRESS COURTHOUSE, WOODLAND, CALIFORNIA	SIGNATURE Lewis F. Shearer By Charles L. Perry
--	--

CAP FORM 4 JAN 65

GSA DC 65-11390

Office of Economic Opportunity
APPLICATION FOR COMMUNITY ACTION PROGRAM

FORM APPROVED.
BUDGET BUREAU NO. 116-R019

CAP 5. COMMUNITY INFORMATION

NAME OF APPLICANT AGENCY

COUNTY OF YOLO

DEPARTMENT OF PUBLIC HEALTH

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5.1 COMMUNITY TO BE SERVED Describe community boundaries in terms of city(ies), county(ies), state(s), Indian reservation(s), etc., which are included. Attach a map showing the boundaries of the community.

COUNTY-WIDE

5.2 COMMUNITY SUBDIVISIONS Have you divided the community into an area or areas with heavy concentration of poverty? If so, indicate such areas as "A", "B", "C", "D", etc. on the above specified map and state below the basis for deciding on the boundaries of such areas. For example, are the areas Census tracts, enumeration districts, school attendance districts, planning areas, etc.?

5.3 INCIDENCE OF POVERTY Provide the latest readily available information on the community with respect to as many of the following categories as feasible. If you have subdivided the community into areas, as described above, also provide the information for each area. Substitute or add other categories and related statistics as necessary to demonstrate the incidence of poverty.

Attach a statement describing the sources and time period of the information. Information obtained from the 1960 U. S. Census of Population and Housing may be noted by placing an asterisk (*) to the right of the ITEM name below. See the CAP GUIDE for suggested sources of information.

	ITEM	COMMUNITY TOTAL	AREA "A"	AREA "B"	AREA "C"
5.3.1 POP.	TOTAL POPULATION 1965	87,900			
	PERCENT OF POPULATION LIVING IN RURAL AREAS	30 %	%	%	%
5.3.2 FAMILY INCOME	TOTAL NUMBER OF FAMILIES 1960	16,182			
	TOTAL NUMBER OF FAMILIES WITH INCOME LESS THAN \$3,000	2,265			
	PERCENT OF ALL FAMILIES WITH INCOME LESS THAN \$3,000	13.9 %	%	%	%
	FAMILIES WITH INCOME LESS THAN \$1,000	450			
	FAMILIES WITH INCOME FROM \$1,000 - \$1,999	692			
	FAMILIES WITH INCOME FROM \$2,000 - \$2,999	1,123			
5.3.3 UNEMPLOYMENT	MALES 14 AND OVER IN CIVILIAN LABOR FORCE 1960	18,586			
	PERCENT OF SUCH MALES WHO ARE UNEMPLOYED	6.2 %	%	%	%
	FEMALES 14 AND OVER IN CIVILIAN LABOR FORCE	8,055			
	PERCENT OF SUCH FEMALES WHO ARE UNEMPLOYED	7.5 %	%	%	%
5.3.4 WELFARE	PERSONS UNDER 21 1965	35,998			
	PERCENT OF PERSONS UNDER 21 RECEIVING A.F.D.C. PAYMENTS	6.4 %	%	%	%
	PERSONS AGED 65 AND OVER	6,134			
	PERCENT OF PERSONS 65 AND OVER RECEIVING OLD-AGE ASSISTANCE	18.8 %	%	%	%

(Continued on Page 2 of this form.)

CAP 5. COMMUNITY INFORMATION (Continued)

NAME OF APPLICANT AGENCY
COUNTY OF YOLO
DEPARTMENT OF PUBLIC HEALTH

DO NOT FILL IN: (For Administrative Use)

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	ITEM	COMMUNITY TOTAL	AREA "A"	AREA "B"	AREA "C"
5.3.5 EDUCATION	PERCENT OF PERSONS ENROLLED IN SCHOOL (14 and 15 years old) 1960	97.7 %	%	%	%
	PERCENT OF PERSONS ENROLLED IN SCHOOL (16 and 17 years old)	85.1 %	%	%	%
	TOTAL NUMBER OF PERSONS 25 YEARS OLD AND OVER	34,778			
	PERSONS 25 AND OVER WITH LESS THAN 8 YEARS OF EDUCATION	6,075			
	PERCENT OF PERSONS 25 AND OVER WITH LESS THAN 8 YEARS OF EDUCATION	%	%	%	%
5.3.6 SELECTIVE SERVICE	PERSONS AGED 18 TO 25 WHO WERE EXAM- INED BY SELECTIVE SERVICE				
	PERSONS REJECTED BY SELECTIVE SERVICE (4F and 1Y)				
	PERCENT OF PERSONS EXAMINED WHO WERE REJECTED BY SELECTIVE SERVICE (4F and 1Y)	%	%	%	%
5.3.7 HEALTH	BIRTHS PER YEAR 1964	982			
	DEATHS PER YEAR OF INFANTS UNDER 12 MONTHS	26			
	INFANT DEATHS AS A PERCENT OF BIRTHS PER YEAR	2.6 %	%	%	%
5.3.8 HOUSING	ALL HOUSING UNITS 1960	20,950			
	NUMBER OF HOUSING UNITS WHICH ARE SUBSTANDARD	862			
	PERCENT OF ALL HOUSING UNITS WHICH ARE SUBSTANDARD	4.1 %	%	%	%
5.3.9 MINORITY GROUPS	(Specify group and number of persons in each.)	2,398			
	NEGRO	607			
	FILIPINO	433			
	INDIAN	744			
	JAPANESE	745			
	CHINESE	262			
5.3.10 OTHER	OTHERS	106			
	(Specify category and number of persons in each.)				

Office of Economic Opportunity
APPLICATION FOR COMMUNITY ACTION PROGRAMFORM APPROVED
BUDGET BUREAU NO. 116-R019

CAP 6. COMPONENT PROJECT: PROGRAM DEVELOPMENT

*This form is to be used to apply for a program development grant under Section 204 of Title II-A,
Economic Opportunity Act of 1964.*

NAME OF APPLICANT AGENCY COUNTY OF YOLO DEPARTMENT OF PUBLIC HEALTH	COMPONENT PROJECT NO. 6.	DO NOT FILL IN (For Administrative Use)
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6.1 BRIEF DESCRIPTIVE TITLE OF PROJECT
MIGRANT FIELD SANITATION6.1.1 SUMMARY OF PROJECT *Describe the component project, using only the space below:*6.1.2 WORK PROGRAM *Attach a description of the work program for this component project, following the requirements for such a work program contained in the CAP GUIDE.*

6.2 DELEGATION OF ACTIVITIES TO OTHER AGENCIES

The following information is to be provided if any part of this component project is to be carried out by an agency or organization other than the applicant.

NAME AND ADDRESS OF DELEGATE AGENCY

TYPE OF AGENCY *Is the delegate agency a (check one):*
☐ PUBLIC AGENCY ☐ PRIVATE NONPROFIT ORGANIZATION ☐ INSTITUTION OF HIGHER EDUCATION
☐ OTHER (Specify)
6.2.1 SCOPE OF DELEGATION *Attach a statement describing:*

- The degree of responsibility that the delegate agency will have in carrying out the component project.
- The qualifications of the delegate agency to undertake and complete the component project.
- The way in which the applicant agency will supervise and/or coordinate the activities of the delegate agency.

6.2.2 ASSURANCE OF COMPLIANCE ON CIVIL RIGHTS *Attach a fully executed copy of the Civil Rights Assurance Form for each delegate agency.*

6.3 PREVIOUS APPLICATION

Has this component project, in substantially its present form, ever been the subject of a previous application for Federal financial assistance?☐ YES ☐ NO If "Yes", attach an explanatory statement.

6.4 BUDGET

COST CATEGORY	ESTIMATED COST	6.4.1 BUDGET DETAIL <i>Attach a statement giving the basis for estimating the cost of this component project, in accordance with the instructions set forth in the CAP GUIDE. Where convenient, the cost estimates should be shown on CAP Form 23 (Budget for Component Project).</i>
1. PERSONNEL	\$	
2. CONSULTANTS AND CONTRACT SERVICES		
3. TRAVEL		
4. SPACE COSTS AND RENTALS		
5. CONSUMABLE SUPPLIES		
6. RENTAL, LEASE, OR PURCHASE OF EQUIPMENT		6.4.2 PERIOD OF GRANT <i>How long will this component project be financed by the grant requested in this application?</i>
7. OTHER COSTS		
TOTAL ESTIMATED COST OF PROJECT	\$	
NON-FEDERAL CONTRIBUTION		NUMBER OF MONTHS
FEDERAL GRANT REQUESTED UNDER TITLE II-A	\$	

Office of Economic Opportunity
APPLICATION FOR COMMUNITY ACTION PROGRAMFORM APPROVED.
BUDGET BUREAU NO. 116-R019

CAP 7. COMPONENT PROJECT: CONDUCT AND ADMINISTRATION

This form is to be used to apply for a conduct and administration grant under Section 205 of Title II-A
Economic Opportunity Act of 1964.NAME OF APPLICANT AGENCY
COUNTY OF YOLOCOMPONENT PROJECT NO.
7.

DO NOT FILL IN (For Administrative Use)

7.1 BRIEF DESCRIPTIVE TITLE OF PROJECT

MIGRANT FIELD SANITATION

7.1.1 SUMMARY OF PROJECT Describe the component project, using only the space below:

SUPERVISION OF HOUSING FACILITIES AND GENERAL FIELD SANITATION

7.1.2 WORK PROGRAM Attach a description of the work program for this component project, following the requirements for such a work program contained in the CAP GUIDE.

SEE ATTACHED SHEET

7.1.3

AREA AND GROUP TO BE SERVED

7.1.4 LOCATION AND TYPE. Describe the location within the community of the people to be served directly by this component project and the type of population to be served (pre-school, aged, families with children, etc.)

COUNTY-WIDE AGRICULTURAL PROGRAM

7.1.5 POPULATION TO BE SERVED How many people will be served directly by this component project?

13,800

How many of these are poor?

MOST

7.2

DELEGATION OF ACTIVITIES TO OTHER AGENCIES

The following information is to be provided if any part of this component project is to be carried out by an agency or organization other than the applicant.

NAME AND ADDRESS OF DELEGATE AGENCY

TYPE OF AGENCY Is the delegate agency a (check one):

☐ PUBLIC AGENCY ☐ PRIVATE NONPROFIT ORGANIZATION ☐ INSTITUTION OF HIGHER EDUCATION
☐ OTHER (Specify)

7.2.1 SCOPE OF DELEGATION Attach a statement describing:

- a. The degree of responsibility that the delegate agency will have in carrying out the component project.
 b. The qualifications of the delegate agency to undertake and complete the component project.
 c. The way in which the applicant agency will supervise and/or coordinate the activities of the delegate agency.

7.2.2 ASSURANCE OF COMPLIANCE ON CIVIL RIGHTS Attach a fully executed copy of the Civil Rights Assurance Form for each delegate agency.

7.3

PREVIOUS APPLICATION

Has this component project, in substantially its present form, ever been the subject of a previous application for Federal financial assistance?

☐ YES ☐ NO If "Yes", attach an explanatory statement.

7.4

BUDGET

COST CATEGORY	ESTIMATED COST
1. PERSONNEL	\$ 5,358.00
2. CONSULTANTS AND CONTRACT SERVICES	
3. TRAVEL	900.00
4. SPACE COSTS AND RENTALS	
5. CONSUMABLE SUPPLIES	
6. RENTAL, LEASE, OR PURCHASE OF EQUIPMENT	
7. OTHER COSTS	
TOTAL ESTIMATED COST OF PROJECT	\$ 6,258.00
NON-FEDERAL CONTRIBUTION	626.00
FEDERAL GRANT REQUESTED UNDER TITLE II-A	\$ 5,632.00

7.4.1 BUDGET DETAIL Attach a statement giving the basis for estimating the cost of this component project, in accordance with the instructions set forth in the CAP GUIDE. Where convenient, the cost estimates should be shown on CAP Form 23 (Budget for Component Projects).

7.4.2 PERIOD OF GRANT How long will this component project be financed by the grant requested in this application?

9 MONTHS

NUMBER OF MONTHS

9 MONTHS

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Office of Economic Opportunity
APPLICATION FOR COMMUNITY ACTION PROGRAMFORM APPROVED
BUDGET BUREAU NO. 116-R019

CAP 8. COMPONENT PROJECT: TRAINING OR TECHNICAL ASSISTANCE

This form is to be used to apply for a training grant or a technical assistance grant under
Section 206 of Title II-A, Economic Opportunity Act of 1964.

NAME OF APPLICANT AGENCY COUNTY OF YOLO DEPARTMENT OF PUBLIC HEALTH	COMPONENT PROJECT NO. 8.	DO NOT FILL IN (For Administrative Use)
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8.1 BRIEF DESCRIPTIVE TITLE OF PROJECT

8.1.1 SUMMARY OF PROJECT Describe the component project, using only the space below:

PURPOSE OF PROJECT

- ☐ TRAINING
☐ TECHNICAL ASSISTANCE

8.1.2 WORK PROGRAM Attach a description of the work program for this component project, following the requirements for such a work program contained in the GUIDE to Training or Technical Assistance Projects, whichever is appropriate.

8.2 DELEGATION OF ACTIVITIES TO OTHER AGENCIES

The following information is to be provided if any part of this component project is to be carried out by an agency or organization other than the applicant.

NAME AND ADDRESS OF DELEGATE AGENCY

TYPE OF AGENCY Is the delegate agency a (Check one):

- ☐ PUBLIC AGENCY ☐ PRIVATE NONPROFIT ORGANIZATION ☐ INSTITUTION OF HIGHER EDUCATION
☐ OTHER (Specify)

8.2.1 SCOPE OF DELEGATION Attach a statement describing:

- a. The degree of responsibility that the delegate agency will have in carrying out the component project.
b. The qualifications of the delegate agency to undertake and complete the component project.
c. The way in which the applicant agency will supervise and/or coordinate the activities of the delegate agency.

8.2.2 ASSURANCE OF COMPLIANCE ON CIVIL RIGHTS Attach a fully executed copy of the Civil Rights Assurance Form for each delegate agency.

8.3 PREVIOUS APPLICATION

Has this component project, in substantially its present form, ever been the subject of a previous application for Federal financial assistance?

- ☐ YES ☐ NO If "Yes", attach an explanatory statement.

8.4 BUDGET

COST CATEGORY	ESTIMATED COST	
1. PERSONNEL	\$	8.4.1 BUDGET DETAIL Attach a statement giving the basis for estimating the cost of this component project, in accordance with the instructions set forth in the CAP GUIDE. Where convenient, the cost estimates should be shown on CAP Form 23 (Budget for Component Project).
2. CONSULTANTS AND CONTRACT SERVICES		
3. TRAVEL		
4. SPACE COSTS AND RENTALS		
5. CONSUMABLE SUPPLIES		
6. RENTAL, LEASE, OR PURCHASE OF EQUIPMENT		8.4.2 PERIOD OF GRANT How long will this component project be financed by the grant requested in this application?
7. OTHER COSTS	\$	
TOTAL ESTIMATED COST OF PROJECT		
NON-FEDERAL CONTRIBUTION		NUMBER OF MONTHS
FEDERAL GRANT REQUESTED UNDER TITLE II-A		

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Office of Economic Opportunity
APPLICATION FOR COMMUNITY ACTION PROGRAMFORM APPROVED.
BUDGET BUREAU NO. 116-R019

CAP 9. COMPONENT PROJECT: PREFERENCE

This form is to be used to notify OEO of a project which is to be a component of a Community Action Program, and which is to be assisted by another Federal agency. Sections 211 and 612 of the Economic Opportunity Act of 1964 provide that an application for such a project may be granted preference by the appropriate Federal agency.

NAME OF APPLICANT AGENCY COUNTY OF YOLO DEPARTMENT OF PUBLIC HEALTH	COMPONENT PROJECT NO. 9.	DO NOT FILL IN (For Administrative Use)
---	-----------------------------	---

5.1 BRIEF DESCRIPTIVE TITLE OF PROJECT

5.2 SUMMARY OF SCOPE AND CONTENT Describe the component project, using only the space provided below:

9.3 AREA AND GROUP TO BE SERVED Describe the location within the community of the people to be served directly by this component project. Specify target areas, the general age-group, and any other factors which identify the group to be served. Use only the space provided below:

9.4 WORK PROGRAM AND RELATIONSHIP TO CAP

9.4.1 WORK PROGRAM Attach a description of the scope and content of the component. This may be a copy of the application to the other federal agency for financial assistance to undertake the project.

9.4.2 RELATIONSHIP TO COMMUNITY ACTION PROGRAM Attach a statement describing the relationship of this component to the Community Action Program, as a basis for requesting preference.

9.5 LOCAL AGENCY APPLYING FOR COMPONENT PROJECT

NAME OF AGENCY APPLYING FOR COMPONENT PROJECT

THE AGENCY APPLYING FOR THE COMPONENT PROJECT IS A:

- ☐ PUBLIC AGENCY ☐ PRIVATE NONPROFIT ORGANIZATION
☐ OTHER (Specify)

9.6 FEDERAL PROGRAM INVOLVED

Indicate under what Federal program and from what Federal and/or State agency the request for financial assistance for this project is being (has been/will be) made.

PROGRAM

IDENTIFICATION NUMBER (If any)

FEDERAL AGENCY

STATE AGENCY (If any)

9.7 STATUS OF COMPONENT PROJECT

The application for the component project described above (Check one):

- ☐ HAS BEEN APPROVED BY THE APPROPRIATE STATE OR FEDERAL AGENCY, EFFECTIVE (Insert date):
DATE _____
- ☐ WAS SUBMITTED TO THE APPROPRIATE STATE OR FEDERAL AGENCY ON (Insert date):
DATE _____
- ☐ WILL BE SUBMITTED TO THE APPROPRIATE STATE OR FEDERAL AGENCY ON OR ABOUT (Insert date):
DATE _____

9.8 TOTAL ESTIMATED COST OF COMPONENT PROJECT

\$

9.8.1 NON-FEDERAL SHARE (Where appropriate)

\$

9.8.2 FEDERAL SHARE

\$

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Office of Economic Opportunity
APPLICATION FOR COMMUNITY ACTION PROGRAM

FORM APPROVED.
BUDGET BUREAU NO. 116-R019

BUDGET FOR COMPONENT PROJECT

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This form is to accompany each component project form (CAP 6, CAP 7, or CAP 8) in applying for a grant under Sections 204, 205, or 206 of Title II-A, Economic Opportunity Act of 1964. Applicants are not required to use this form -- they may substitute a typed budget which contains the same information in the same order as on the form.

NAME OF APPLICANT
COUNTY OF YOLO
DEPARTMENT OF PUBLIC HEALTH

DO NOT FILL IN: (For Administrative Use)

BRIEF TITLE OF PROJECT
MIGRANT FIELD SANITATION

COMPONENT PROJECT NO.

B-1.0 PERSONNEL

B-1.1 PERSONNEL EMPLOYED BY APPLICANT AGENCY

NUMBER OF PERSONS	POSITION OR TITLE	SALARY PER MONTH	PERCENT OF TIME ON PROJECT	MONTHS TO BE EMPLOYED	COST
1	SANITARIAN II	527	100%	9	\$ 4,743.00

COST OF FRINGE BENEFITS (Indicate basis for estimate)

3 MO. @ 11.536% = \$182.00} = \$570 + \$45 =

615.00

6 MO. @ 12.261% = 388.00)

SUB-TOTAL, PERSONNEL EMPLOYED BY APPLICANT AGENCY \$ 5,358.00

B-1.2 PERSONNEL EMPLOYED BY DELEGATE AGENCY(IES)

NUMBER OF PERSONS	POSITION OR TITLE	SALARY PER MONTH	PERCENT OF TIME ON PROJECT	MONTHS TO BE EMPLOYED	COST

COST OF FRINGE BENEFITS (Indicate basis for estimate)

SUB-TOTAL, PERSONNEL EMPLOYED BY DELEGATE AGENCY(IES) \$

TOTAL, PERSONNEL \$ 5,358.00

APPLICATION FOR COMMUNITY ACTION PROGRAM
BUDGET FOR COMPONENT PROJECT (Continued)

B-2.0

CONSULTANTS AND CONTRACT SERVICES

B-2.1

CONSULTANT SERVICES

NATURE OF SERVICES	BASIS FOR FEE ESTIMATE	FEE TO BE PAID
		\$
SUB-TOTAL CONSULTANT SERVICES		\$

B-2.2

OTHER CONTRACT SERVICES

NATURE OF SERVICES	BASIS FOR COST ESTIMATE	FEE TO BE PAID
		\$
SUB-TOTAL, OTHER CONTRACT SERVICES		\$
TOTAL, CONTRACT SERVICES		\$

B-3.0

TRAVEL

ITEM	BASIS FOR COST ESTIMATE	COST
AUTOMOBILE	REIMBURSABLE 1,000 MI./MO. NOT TO EXCEED \$100/MO.	\$ 900.00
TOTAL, TRAVEL COSTS		\$

B-4.0

SPACE COSTS AND RENTALS

ITEM	BASIS FOR COST ESTIMATE	COST
		\$
TOTAL, SPACE COSTS AND RENTALS		\$

B-5.0

CONSUMABLE SUPPLIES

ITEM	BASIS FOR COST ESTIMATE	COST
		\$
TOTAL, CONSUMABLE SUPPLIES		\$

B-6.0

RENTAL, LEASE, OR PURCHASE OF EQUIPMENT

ITEM	BASIS FOR COST ESTIMATE	COST
		\$
TOTAL, RENTAL, LEASE, OR PURCHASE OF EQUIPMENT		\$

B-7.0

OTHER COSTS

ITEM	BASIS FOR COST ESTIMATE	COST
		\$
TOTAL, OTHER COSTS		\$

GRAND TOTAL, COST OF COMPONENT PROJECT **\$ 6,258.00**

CAP FORM 5

SOURCES OF INFORMATION

THE STATISTICS USED IN CAP FORM 5 WERE TAKEN FROM THOSE AVAILABLE IN
THE YOLO COUNTY OFFICE OF THE ECONOMIC OPPORTUNITIES COMMISSION.

YOLO COUNTY'S NEED FOR AN ADDITIONAL
SANITARIAN IN THE MIGRATORY
FARM LABOR FIELD

YOLO COUNTY HAS DEVELOPED AN ECONOMY GEARED TO THE USE OF IMPORTED FOREIGN LABORERS. CROPS INCLUDE TOMATOES, PEACHES, APRICOTS, SPINACH, MELONS AND ASPARAGUS. THE FOREIGN LABORERS WERE WITHOUT FAMILIES AND WERE, THEREFORE, EASILY TRANSPORTED FROM PLACE TO PLACE AND COULD BE HOUSED IN MINIMUM FACILITIES, USUALLY CLASSED AS TEMPORARY AND THUS HAVING LOWER STANDARDS THAN PERMANENT CAMPS. INSPECTION OF THESE CAMPS WAS THE RESPONSIBILITY OF THE DIVISION OF HOUSING OF THE DEPARTMENT OF INDUSTRIAL RELATIONS, AND THE YOLO COUNTY HEALTH DEPARTMENT IN MATTERS OF WATER SUPPLY AND SEWAGE. IN ADDITION TO THE SO-CALLED BRACERO CAMPS MENTIONED ABOVE, SOME CAMPS WERE CLASSIFIED AS "DOMESTIC" USING LOCAL LABOR SUPPLIES. THE DIVISION OF HOUSING HAD THE RESPONSIBILITY OF CHECKING OUT THE BRACERO CAMPS AND COULD DENY THE USE OF THIS CAMP IF THEY DID NOT COME UP TO REQUIREMENTS.

WITH THE TERMINATION OF PUBLIC LAW 78 AND THE VIRTUAL ELIMINATION OF THE BRACEROS, THE PICTURE HAS BEEN ENTIRELY CHANGED. TEMPORARY DOMESTIC CAMPS CAN STILL BE USED. PERMANENT CAMPS MUST NOW MEET THE REQUIREMENTS OF THE STATE HOUSING LAW. CAMPS WITH FIVE OR MORE WORKERS ARE NOW THE RESPONSIBILITY OF THE NEW DEPARTMENT OF HOUSING AND THE COUNTY HEALTH DEPARTMENT REGARDING WATER AND SEWAGE. CAMPS WITH LESS THAN FIVE WORKERS ARE ENTIRELY THE RESPONSIBILITY OF THE COUNTY HEALTH DEPARTMENT AND MANY OF THESE WILL BE FAMILY TYPE CAMPS. SINGLE FAMILY DWELLINGS AND ALL OTHER HOUSING, WITH THE EXCEPTION OF LABOR CAMPS AND TRAILER COURTS, ARE NOW THE RESPONSIBILITY OF THE COUNTY HEALTH DEPARTMENT. SPECIAL EMPHASIS WILL NEED TO BE PUT ON THOSE WHICH HOUSE MIGRANT WORKERS IN AGRICULTURE.

SENATE BILL 899, RECENTLY BECOMING LAW, REQUIRES THAT THE COUNTY HEALTH DEPARTMENT BE RESPONSIBLE FOR FIELD SANITATION FOR WORKERS ENGAGED IN THE HARVESTING OF CROPS.

CERTAIN STATISTICS NEED TO BE GATHERED REGARDING CONDITIONS IN THE HARVESTING OF FIELD CROPS. CLAIMS HAVE BEEN MADE BY OPPOSING GROUPS REGARDING THE ADEQUACY OR INADEQUACY OF HOUSING AND SANITATION FACILITIES AND THEIR EFFECT ON THE PROCUREMENT OF WORKERS. CLAIMS THAT PORTIONS OF CROPS HAVE BEEN LOST DUE TO LACK OF WORKERS MAY NEED TO BE CHECKED. Micro Fiched

THE CHANGE IN THE LABOR SITUATION MENTIONED ABOVE PUT AN ADDITIONAL LOAD ON THE SANITATION STAFF OF THE COUNTY HEALTH DEPARTMENT AND MAY ALSO ADVERSELY INFLUENCE THE ECONOMY OF YOLO COUNTY'S AGRICULTURE. IT IS QUITE CERTAIN TO MEAN THE EXPENDITURE OF SUMS OF MONEY FOR IMPROVEMENTS IN HOUSING FOR FARM LABOR, AND MUCH OF THIS MAY BE FOR MIGRANT FAMILIES WITH ALL THE PROBLEMS WHICH GO WITH THEM, INCLUDING OTHERS BESIDES SANITATION. WE BELIEVE THAT A SANITARIAN ASSIGNED TO AGRICULTURE HOUSING AND RELATED AREAS IS NEEDED.

Micro Fiched

OFFICE OF ECONOMIC OPPORTUNITY
Community Action Program

**Assurance of Compliance with the Office of
Economic Opportunity's Regulations under
Title VI of the Civil Rights Act of 1964**

Micro Fiched

County of Yolo

(hereinafter called the "Applicant")

(Name of Applicant or Delegate Agency)

AGREES THAT it will comply with title VI of the Civil Rights Act of 1964 (P. L. 88-352) and the Regulations of the Office of Economic Opportunity issued pursuant to that title (45 C.F.R. Part 1010), to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance either directly or indirectly from the Office of Economic Opportunity; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant either directly or indirectly by the Office of Economic Opportunity, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it either directly or indirectly by the Office of Economic Opportunity.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining either directly or indirectly any and all Federal grants, loans, contracts, property, or discounts, the referral or assignment of VISTA volunteers, or other Federal financial assistance extended after the date hereof to the Applicant by the Office of Economic Opportunity, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignee, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.

Micro Fiched

Date October 25, 1965

YOLO COUNTY

(Name of Applicant or Delegate Agency)

By W. P. E. [Signature]

(President, Chairman of Board, or

comparable authorized official)

CHAIRMAN, BOARD OF SUPERVISORS

COUNTY OF YOLO, STATE OF CALIFORNIA

P. O. Box 1157

Woodland, California 95696

(Mailing address)

STATE OF CALIFORNIA

MIGRANT MASTER PLAN

Micro Fiched

AMENDED BUDGETYOLO COUNTY HEALTH DEPARTMENT
CONTRACTORMIGRANT FIELD SANITATION
COMPONENT TITLEOCTOBER 1, 1965 TO JUNE 30, 1966
GRANT PERIOD

<u>COST CATEGORY</u>	<u>REQUESTED AMOUNT</u>	<u>APPROVED AMOUNT</u>
1. PERSONNEL	5632.00	5632.00
2. CONSULTANTS AND CONTRACT SERVICES		
3. TRAVEL	900.00	900.00
4. SPACE COSTS AND RENTALS		
5. CONSUMABLE SUPPLIES		
6. EQUIPMENT		
7. OTHER COSTS		

EXPLANATION OF CHANGES

Micro Fiched

3.4 BIOGRAPHY OF STAFF DIRECTOR

- A. HERBERT BAUER, M.D.
PUBLIC HEALTH DIRECTOR AND
DIRECTOR OF MENTAL HEALTH
YOLO COUNTY HEALTH DEPARTMENT
P.O. Box 1157
WOODLAND, CALIFORNIA
- B. PUBLIC HEALTH DIRECTOR FOR YOLO COUNTY FOR THE PAST THIRTEEN YEARS.
- C. M.D., U. VIENNA, 1936. MPH, U.C. BERKELEY, 1948.
FELLOW, AMERICAN PUBLIC HEALTH ASSOCIATION
FELLOW, AMERICAN COLLEGE OF CHEST PHYSICIANS
FELLOW, AMERICAN ACADEMY OF PREVENTIVE MEDICINE
MEMBER, ROYAL SOCIETY OF HEALTH
- D. PAST PRESIDENT, CALIFORNIA CONFERENCE OF LOCAL HEALTH OFFICERS
PAST PRESIDENT, NORTHERN CALIFORNIA PUBLIC HEALTH ASSOCIATION
PAST CHAIRMAN, SECTION ON PREVENTIVE MEDICINE AND PUBLIC HEALTH
CALIFORNIA MEDICAL ASSOCIATION
PAST SECRETARY, CALIFORNIA ACADEMY OF PREVENTIVE MEDICINE

TEACHING EXPERIENCE:

LECTURER, SCHOOL OF PUBLIC HEALTH, U.C. BERKELEY (1948)
LECTURER, SCHOOL OF NURSING, UNIVERSITY OF NEVADA, RENO (1960)
LECTURER, SCHOOL OF NURSING, SACRAMENTO STATE COLLEGE (1962)
ASSOCIATE PROFESSOR, GRADUATE SCHOOL OF SOCIAL WORK,
SACRAMENTO STATE COLLEGE (1964)

XEROX
CERTIFIED COPY

FILED

OCT 25 1965

LAURENCE P. HENIGAN, Clerk

By Pete E. Lucas
Deputy

RESOLUTION NO. 65-212

(Resolution of Intent to Contract for Funds
SUPERVISED FIELD SANITATION AND HOUSING
for
MIGRANT FARM WORKERS)

Micro Fiched

BE IT RESOLVED that this Board of Supervisors of the County of Yolo, State of California, intends to contract through Yolo County Health Department with the State office of Economic Opportunity for a federal grant under the Economic Opportunity Act, Section 3B, to be used for the migrant field sanitation project described in the Application for Community Action Program dated October 25, 1965, and the Chairman of the Board of Supervisors is authorized to execute the mentioned application, and upon its approval, the contract based thereon.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, on the 25th day of October, 1965, by the following vote:

AYES: McDermott, Stephens, Conner, Duncan.

NOES: None.

ABSENT: Combs.

W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

STATE OF CALIFORNIA
COUNTY OF YOLO

SS. Micro Fiched

LAURENCE P. HENIGAN, CLERK

The Forgoing Instrument Is A Correct Copy Of
The Original On File In This Office

BY Pete E. Lucas
(SZAL) DEPUTY

ATTEST October 28, 1965

LAURENCE P. HENIGAN

COUNTY CLERK, EX-OFFICIO CLERK OF THE BOARD OF SUPERVISORS, EX-OFFICIO CLERK OF THE BOARD OF EQUALIZATION AND SECRETARY OF BOUNDARY COMMISSION IN AND FOR THE COUNTY OF YOLO, STATE OF CALIFORNIA

By Pete E. Lucas
Deputy

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section. Micro Fiched

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

Micro Fiched

STATE OF CALIFORNIA
DEPARTMENT OF FINANCE

SPECIAL TERMS AND CONDITIONS
GOVERNING HOUSING CONTRACTS

Micro Fiched

1. Absolute priority shall be given at all times in granting occupancy and use of the housing and other facilities constructed, renovated or repaired with OEO grant funds to persons whose primary employment is in agriculture, as defined in Section 3(f) of the Fair Labor Standards Act of 1938 (29 U.S.C. 203(f)), or performing agricultural labor, as defined in Section 3121 (g) of the Internal Revenue Code of 1954 (26 U.S.C. 3121(g)), on a seasonal or other temporary basis.
2. The property constructed, renovated or repaired with OEO grant funds shall not be diverted from its primary use as a facility for the housing of migrant and other seasonal agricultural workers without the prior approval of the Office of Economic Opportunity.
3. Facilities constructed with OEO grant funds shall be maintained at all times in a safe and sanitary condition in accordance with standards prescribed by State law and local ordinance.
4. No funds granted under this contract shall be used for the acquisition of land.
5. Any permanent capital improvement to be constructed on or to serve land not in public ownership will not be allowed without prior specific approval from the State. Permanent capital improvements include, but are not limited to, roads, sewer systems, water systems, and permanent buildings.
6. Demountable shelter units financed under this contract shall be available for similar use in other areas during periods of off-season storage. The lease cost for this use shall not exceed the cost of transportation, insurance and depreciation.

Department of General Services approval
(unless exempt (28) SAM)

To Be Charged Against	FUNCTION OR FUND	LINE ITEM ALLOTMENT	☐ O.E.	☐ F.S.
Amount of this estimate				
Unencumbered remainder after posting this estimate to Allotment Expenditure Ledger				
Adjustment increasing encumbrances				
Adjustment decreasing encumbrances				
I Hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance. (After T.B.A.)				
No. _____ or B.R. No. _____				

Micro Fiched

EXHIBIT-C

Signature of Accounting Officer

STATE OF CALIFORNIA
STANDARD AGREEMENT

YOLO COUNTY
AGREEMENT NO. 65-170

1. APPROVED BY THE
DEPT. OF GENERAL SERVICES
BY *[Signature]*
Deputy

305

NUMBER

THIS AGREEMENT, Made and entered into this 1st day of October, 19 65, at Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected or appointed, qualified and acting Assistant Chief, Division of Administration Department of Public Health hereinafter called the State, and Department of Public Health hereinafter called the Contractor,

Micro Fiched

County of Yolo

WITNESSETH That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. The Contractor shall determine the medical status of Armed Forces Medical Rejectees with his local health jurisdiction as referred from the AFES--and shall perform the following services:
 - a. Determine whether or not medical rejectees who claim to be under medical supervision when interviewed at the stations actually are under care for the medical condition or conditions for which they were rejected,
 - b. Contact all medical rejectees and explain to rejectees, who are not under medical supervision for the condition or conditions causing rejection, their need for treatment and/or rehabilitation; encourage them to obtain such services; and if necessary, refer them to appropriate community resources which may provide such services,
 - c. Determine one month after referral whether or not each medical rejectee has received or is receiving medical services and/or rehabilitation for the condition or conditions responsible for his rejection, and
 - d. Six months after case records are received from the AFES, determine the health care status of all medical rejectees unless previously determined and reported to the State.

The provisions on the reverse side hereof constitute a part of this agreement. (Continued on reverse side)

IN WITNESS WHEREOF, This agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

STATE OF CALIFORNIA

Department of Public Health

Name of State agency

Assistant Chief, Division of Administration

Title

Contractor County of Yolo

(If other than an individual, state whether a corporation, partnership, etc.)

By *[Signature]*
Chairman, Board of Supervisors
County of Yolo, State of California

Title

P. O. Box 532

Woodland, ⁹⁵⁶California

(Continued on sheets, each bearing name of Contractor)

DO NOT WRITE IN THIS SPACE

APPROVED

SEP 8 1965

BY *[Signature]*
Chief Counsel

To Be Charged Against	APPROPRIATION	Support Item 161 CH 757/65	FY. 65/66
	FUNCTION OR FUND	General Fund	
	LINE ITEM ALLOCATION	047-40 Armed Forces Medical Rejectees	OE ☐ E ☐
		PH 100465-72	
Amount of this Estimate			1,200.00
Unencumbered remainder after posting this estimate to Allotment Expenditure Ledger			
Adjustment increasing encumbrances			
Adjustment decreasing encumbrances			

I Herby Certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. (After T.B.A. No. or R.A. No.)

Micro Fiched

[Signature]
Signature of Accounting Officer

RECEIVED FROM

1. The State hereby agrees to pay for the services and materials at the times, in the manner and for the consideration, herein expressed.

2. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workman's compensation insurance at Contractor's own cost and expense.

Micro Fiched

3. The parties hereto agree that the Contractor, and any agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

4. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained as the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

5. This agreement is not assignable by Contractor either in whole or in part.

6. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

7. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

8. Contractor shall not be allowed or paid travel or per diem expenses unless set forth in this agreement.

2. The Contractor shall submit the following completed forms to the State Department of Public Health, Armed Forces Medical Reservees Health Referral and Follow-up Program:

- Form 1 Health Referral Service Initial Record
- Form 2 Health Referral Service Questionnaire
- Form 3 Designated Community Agency Individual Case Report
- Form 6 Designated Community Agency Monthly Report of Referrals
- Form 7 Designated Community Agency Monthly Report of Follow-up

3. The period of this contract shall be from October 1, 1965 through June 30, 1966.

4. In consideration of the above services performed in a manner satisfactory to the State, the State agrees to reimburse the Contractor at the rate of \$12 per completed case report per individual medical rejectee followed up at the local level and reported to the State. Reimbursement shall be not more frequently than quarterly, in arrears upon submission of an invoice in triplicate provided however, that the amount of this contract shall not exceed \$1,200.

5. The attached Fair Employment Practices Addendum (standard form 3) by reference hereto is incorporated as part of this contract.

6. The Contractor agrees that he will comply with the Civil Rights Act of 1964 (P. L. 88-352) to the end that, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in; be denied the benefits of, or be otherwise subjected to discrimination under any program or activity which is supported by Federal Funds. In the event of non-compliance such Federal Funds will be withheld until compliance can be assured. Invoices will certify that services performed under this contract have been provided in compliance with Civil Rights Act of 1964.

Micro Fiched

7. It is the intention of both parties to this contract, to renegotiate the total amount of the contract in the event the case load is increased by an increased draft call, provided however, that additional funds are made available by the Federal Government and further provided that the rate of compensation per case shall not exceed \$12.

Approved as to Form

Dated 11/6/65

James H. Miller
County of Yolo County

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section. Micro Fiched

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

Micro Fiched

FILED

DEC 16 1965

YOLCO COUNTY
AGREEMENT NO. 65-171

LAURENCE P. HENIGAN, Clerk

By: PETE E. LUCAS

Deputy

FORM RE-323 (Rev. 5-61)

N.A.# _____ W.A.# 514 Dist. 03 Co. Yol Rte. _____ Sec. _____

GRANT OF RIGHT TO TAKE MATERIAL
FOR HIGHWAY PURPOSES

Micro Fiched

THIS AGREEMENT, dated Nov. 15, 1965, between _____

The County of Yolo

_____, hereinafter called "Owner", and
the State of California, acting by and through the Department of Public Works, Division of Highways, hereinafter called "State",

WITNESSETH THAT:

For and in consideration of the sum of One Dollar
(\$1.00), receipt of which is hereby acknowledged, and of the
covenants hereinafter set forth, the parties hereto agree as follows:

1. Owner represents and warrants that they are the
owner in fee simple of the following described lands situated in the
County of Yolo, State of California:

Lot 36 of Guinda Colony Tract, as shown in Book 1 of Maps, Page 47,
Official Records of Yolo County, California

and that they have the exclusive right to enter into this agreement
and to receive for their own use and benefit any royalty or other consideration payable, or that may become payable, hereunder.

2. Owner grants to State the right, at any time and from
time to time during the period of 2 year(s) from and after
date of this agreement, and for such further period as may be required
under paragraph 12 hereof, to enter upon the following described
portion of the aforesaid land and to excavate and remove therefrom
materials, if, as, and when desired by State, such materials to be
excavated and removed at such times and in such quantities as the
State may deem necessary, but not to exceed the maximum quantity of
5,000 cubic yards. The portion of the aforesaid land referred to
above is described as follows:

That area outlined in red on the map attached hereto and made a part
hereof.

2 a. The area from which material is to be removed shall
be approved by the Contractor prior to start of operations.

Micro Fiched

3. Owner grants to State, the right of ingress and egress to and from the area described in Paragraph 2 hereof over and across the following route: Existing roads

Micro Fiched

4. Owner grants to State the right to erect, operate and maintain at said material location, or on land adjacent thereto, such equipment or plant as may be necessary for handling or sorting the excavated material or manufacturing roadbuilding material therefrom, together with the right to use the water of any stream to which Owner has a right. The right to remove such equipment or plant at any time is hereby reserved to State.

5. State agrees to pay, or cause to be paid, to Owner for all rights herein granted a royalty of ten (10) cents per cubic yard of material removed from said property, such material to be measured in excavation or in vehicle at point of delivery at State's option. In the event State elects to pay on the basis of weight of material rather than yardage, State agrees to pay, or cause to be paid, to owner for all rights herein granted a royalty of seven (7) cents per ton. This payment will be based on the same measurement as is used in determining payment to State's contractor for weight of material removed. Owner shall be furnished a statement on the first of each month showing the amounts of the respective materials removed and payment of royalty shall be in accordance with State's established procedure for paying such obligations.

6. State shall replace, or cause to be replaced, as nearly as reasonably possible, in their original locations, any and all fences which it may find necessary to remove or relocate in securing material or in transporting same after excavation.

7. Owner waives any and all claims by reason of the State not removing the maximum quantities of material hereinabove stated, it being expressly understood and agreed that State is not obligated to pay any royalty hereunder, except upon material actually removed from said premises.

8. State agrees that, if its contractor exercises any of the rights and privileges granted herein, then State will require its contractor to execute a document stating that Contractor agrees to hold the Owner harmless from all claims for injury to persons or damage to property resulting from contractor's operations on owner's property.

9. State may terminate this agreement at any time upon giving written notice to Owner and paying all royalties for which payment has not theretofore been made, or said agreement may be otherwise amended or modified upon the mutual consent of the parties hereto.

10. The within grant is not and shall not be construed as an agreement for the sale of tangible personal property.

Micro Fiched

11. The rights and privileges hereby granted or reserved to State, any at the option of State, be exercised by any agent or contractor of State.

12. If at the expiration of the term of this agreement State's Contractor has commenced but has not completed operations in connection with the removal of material from the portion of Owner's property described in paragraph 2 hereof, then this agreement shall not terminate on said expiration date but shall remain in full force and effect until such contract has been accepted by the State or until State's Contractor notifies Owner that he has completed operations on Owner's property, whichever shall first occur. Micro Fiched

IN WITNESS WHEREOF, this agreement has been executed.

RECOMMENDED FOR APPROVAL:

District Right of Way Agent

COUNTY OF YOLO

W. E. Alvarado
Chairman, Board of Supervisors
County of Yolo, State of California

(Owner)

District Mtce. Engineer
District Constr. Engineer

STATE OF CALIFORNIA
Department of Public Works
Division of Highways

Maintenance Engineer, Hq.
Construction Engineer, Hq.

By H. L. Harris
DISTRICT ENGINEER

APPROVED:
HEADQUARTERS RIGHT OF WAY OFFICE
By _____

Approved as to Form

Dated 11-14-65

Levin S. Harris
County Counsel
of Yolo County

Micro Fiched

Guinda
Townsite

→ To Rumsey

Micro Fished

Rd 57

Route 50

Howard St.

J.
Hartmann
22.66 Ac.

Silt & Clay
CRACK

Silt
& Clay

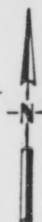
Gravel

Steel Bridge

Woodland - 25 Mi. →

John Hartmann

Gov. Grant Line



Micro Fished

HARTMANN
MATERIALS SITE

FILED

NOV 22 1965

LAURENCE P. HENIGAN, Clerk

By PETE E. LUCAS
Deputy

AGREEMENT NO. 65-172

LEASE

Micro Fiched

LEASE, made by County of Yolo, a political subdivision of the State of California, hereinafter referred to as "LESSOR", and Walter Still, hereinafter referred to as "LESSEE",

IT IS MUTUALLY AGREED as follows:

1. Leasing and Term: LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, the house and lot owned by LESSOR located at Broderick
213 C Street (Rear), Woodland, Yolo County, California, for a term commencing on October 7, 1965, and ending on the date specified by either party in a written notice of intention to terminate, in any event said date of termination shall be no earlier than thirty (30) days from the date of receipt by either party of said notice of intention to terminate.

2. Rent: The rent therefor shall be the sum of (\$50.00)
Fifty Dollars and no/100 per month, due on or before the day of each and every month throughout the term of this lease.

3. Use of Premises: LESSEE shall use said premises only as a private residence, and in connection therewith shall comply with all governmental laws and regulations.

4. Assignment and Sub-Letting: LESSEE shall neither assign this Lease, nor sub-let the whole or any part of said premises, without the written consent of LESSOR.

5. Waiver of Benefits: LESSEE hereby waives all rights and benefits under Section 1941 and 1942 of the California Civil Code, and hereby releases, and promises to indemnify and save harmless, LESSOR from any and all claims, demands, liabilities, and actions for damages which may be sustained by LESSEE, or any other persons, during the time LESSEE may be in possession of said premises.

6. Utilities: LESSEE shall pay for all utilities including, but not limited to, water, gas, electricity, garbage removal and telephone services.

Micro Fiched

1 7. Garden and Grounds: LESSEE shall, at his/her own cost and
2 expense, maintain the garden and grounds in a good and husband-like manner.

3 8. Improvements: LESSEE may make improvements to said premises
4 which are agreed upon in writing by LESSOR, in which event LESSEE shall pay
5 for the materials used and all other expenses incurred in connection there-
6 with. Such improvements shall become the property of LESSOR.

7 9. Surrender of Premises: LESSEE shall promptly surrender the
8 premises to LESSOR at the expiration of the term of this Lease, in good order
9 and repair, reasonable wear and tear and damage of the elements excepted.

10 10. Legal Fees: In the event LESSOR is required to commence legal
11 proceedings to enforce the terms and conditions of this Lease, or to recover
12 possession of said premises, LESSEE shall pay all costs in connection there-
13 with.

14 11. Scope of Agreement: This Lease constitutes the entire agreement
15 between the parties. This Lease may not be modified except by an agreement
16 in writing signed by the party against whom the enforcement of any waiver,
17 change, modification or discharge is sought.

18 IN WITNESS WHEREOF, the parties have executed this Lease in
19 duplicate, this 22nd day of November, 1965.

20 LESSOR

21 COUNTY OF YOLO, a political subdivision
22 of the State of California.

23 By Wm E. Duncan

24 CHAIRMAN OF THE BOARD OF SUPERVISORS
25 COUNTY OF YOLO, STATE OF CALIFORNIA

26 LESSEE

27 Walter Still

FILED

NOV 26 1965

LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

1 AGREEMENT NO. 65- 173

2 Micro Fiched

3 THIS AGREEMENT made the 22nd day of November, 1965, by
4 and between VALLEY ELECTRIC CONSTRUCTION, Esparto, California,
5 hereinafter called the CONTRACTOR, and THE COUNTY OF YOLO, a poli-
6 tical subdivision of the State of California, duly organized and
7 existing under and by virtue of the laws of the State of Califor-
8 nia, hereinafter called the OWNER.

9
10 W I T N E S S E T H:

11 THAT the CONTRACTOR and the OWNER for the considerations
12 hereinafter named agree as follows:

13 ARTICLE 1. SCOPE OF THE WORK

14
15 The CONTRACTOR agrees to provide all the materials and to
16 perform all the work shown on the drawings and described in the
17 Specifications attached hereto entitled

18 FIRE ALARM SYSTEM

19 For

20 YOLO GENERAL HOSPITAL

21 For the

22 COUNTY OF YOLO

23 Beamer Street at Cottonwood Street

24 Woodland, California

25 prepared by Alvin Fingado and George T. Kern, Architects, acting
26 as and in these Contract Documents entitled the Architect, and to
27 do everything required by this Agreement, and the contract docu-
28 ments as defined in Article 6 herein.

29 Micro Fiched

30 ARTICLE 2. TIME OF COMPLETION:

31 The Contractor agrees that the work under this Contract
32 shall be commenced within ten (10) calendar days after this

1 Agreement has been filed in the Recorder's Office in the County in
2 which the work is to be performed, and shall be fully completed
3 within sixty (60) calendar days after such date of recording.

4 ARTICLE 3. CONTRACT SUM:

Micro Fiched

5
6 The OWNER agrees to pay the CONTRACTOR in current funds
7 for the performance of the Contract FOUR THOUSAND SEVEN HUNDRED
8 TWENTY-NINE and NO/100 (\$4,729.00) DOLLARS (in this Contract some-
9 times referred to as the Contract Price), subject to additions and
10 deductions as provided in the General Conditions of the Contract.

11 ARTICLE 4. PROGRESS PAYMENTS:

12
13 The OWNER shall make payments on account of the Contract as follows:

14 On or about the tenth day of each calendar month to pay to
15 the CONTRACTOR an amount to be determined by the Architect in the
16 following manner:

17 (a) by taking ninety percent (90%) of the value, propor-
18 tionate to the amount of the Contract, of labor and
19 materials incorporated in the work to be performed,
20 as in this Contract provided (up to the date of the
21 filing of the claim as hereinafter provided for);

22 (b) adding ninety percent (90%) of the value, propor-
23 tionate to the amount of the Contract, of acceptable
24 materials intended to be incorporated in the work,
25 which said materials have been delivered to the
26 site or to a nearby public warehouse at the expense
27 of the CONTRACTOR, and for which the CONTRACTOR shall
28 have submitted vouchers evidencing full payment
29 therefor and shall have transferred title thereto
30 to the OWNER;

Micro Fiched

31 (c) subtracting the aggregate of all previous payments;
32 and upon substantial completion of the entire work,

1 a sum sufficient to increase the total payments
2 to ninety percent (90%) of the Contract Price.

3 ARTICLE 3. SUBSTANTIAL COMPLETION.
4

Micro Etched

5 Upon receipt of a written statement from the CONTRACTOR
6 claiming substantial completion, the Architect shall make a semi-
7 final inspection of the project and contingent upon concurrence
8 with the Contractor's claim of substantial completion shall issue
9 a Certificate of Substantial Completion with a list appended
10 thereto of items to be completed or corrected. This list may not
11 be exhaustive and the failure to include an item on it does not
12 alter the responsibility of the CONTRACTOR to complete all the
13 work in accordance with the contract documents, including autho-
14 rized changes thereto.

15 ARTICLE 6. ACCEPTANCE AND FINAL PAYMENT:
16

17 The final payment shall be due thirty-five (35) days after
18 the date of recording by the OWNER of the Notice of Completion
19 provided that the work be fully completed and the Contract fully
20 performed. Upon receipt of written notice that the work is ready
21 for final inspection and acceptance the Architect shall promptly
22 make such inspection, and when he finds the work acceptable under
23 the Contract and the Contract fully performed, he shall promptly
24 issue a final certificate, over his signature, stating that the
25 work provided for in this Contract has been completed and is ac-
26 cepted by him under the terms and conditions thereof, and that the
27 entire balance found to be due the CONTRACTOR, and noted in said
28 final certificate, is due and payable.

29 ARTICLE 7. THE CONTRACT DOCUMENTS:
30

31 The complete contract includes all of the contract docu-
32 ments, to wit:

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This agreement; notice to contractors; instructions to bidders; proposal form; accepted proposals; the complete general conditions; the complete supplementary general conditions; the complete plans; the complete specifications; addendum, if any; faithful performance bond and labor and materials bond. The said contract documents are hereby referred to and incorporated herein for all purposes, the same as if set forth herein, in full.

Drawings in sheets numbered:

1 thru 3

General conditions and Supplementary General Conditions and Specifications in pages 1 through 22.

Addenda No. 1 to the Specifications in 1 page.

ARTICLE 3. FAILURE TO COMPLETE CONTRACT:

Should the CONTRACTOR make default or in any manner fail to perform this Contract, or fail to do and perform the work required by the Drawings and Specifications, and should action be brought by the OWNER against the CONTRACTOR for such failures, default or breach, then the CONTRACTOR agrees that the Court shall assess against the CONTRACTOR, in addition to any other award or damages, the reasonable attorney's fees of the OWNER incurred in such action.

The CONTRACTOR and the OWNER for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first written above.

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CONTRACTOR

YIP

Address

Signature and Title of Authorized Person

COUNTY OF YOLO, a body politic and corporate

By Wm. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Micro Fiched

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS DEPUTY
(SEAL)

APPROVED AS TO FORM:

COUNTY COUNSEL, County of Yolo

Micro Fiched

STATE OF CALIFORNIA
STANDARD AGREEMENT

YOLO COUNTY
AGREEMENT NO. 65-174

CONTRACTOR—
STATE AGENCY—
DEPT. OF GENERAL SERVICES—
CONTROLLER—

NUMBER **E-266-65**

THIS AGREEMENT, Made and entered into this _____ day of _____, 19____, at Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected or appointed, qualified and acting

General Manager

The Reclamation Board

Title of officer acting for State
hereinafter called the State, and

Department or other agency

Yolo County

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

(See Attached Sheet)

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, This agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

STATE OF CALIFORNIA

The Reclamation Board

Name of State agency

By **A. E. McCollam**
General Manager

Title

Contractor **YOLO COUNTY**
(If other than an individual, state whether a corporation, partnership, etc.)

By **Chairman of the Board of Supervisors, of Yolo County**
Yolo County Courthouse
Woodland, California

Address

(Continued on _____ sheet, each bearing name of Contractor)

DO NOT WRITE IN THIS SPACE

To Be Charged Against	APPROPRIATION	F.Y.
	FUNCTION OR FUND	
	Line Item Allotment	
	Chap. 757/65, Item 308B	F.Y. 65-66
	General	
	Sacramento River Bank Protection	☐ O.E. ☐ F.C.
Amount of this Estimate		250.00
Unencumbered remainder after posting this estimate to Allotment Expenditure Ledger		1,734,048.29
Adjustment increasing encumbrances		
Adjustment decreasing encumbrances		

I Herby Certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. (After T.B.A. No. _____ or B.R. No. _____)

Witnessed

Mary K. Hicks
Signature of Accounting Officer

1. The State hereby agrees to pay for the services and materials at the times, in the manner and for the consideration, herein expressed.

2. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workman's compensation insurance at Contractor's own cost and expense.

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3. The parties hereto agree that the Contractor, and any agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

4. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

5. This agreement is not assignable by Contractor either in whole or in part.

6. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

7. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

8. Contractor shall not be allowed or paid travel or per diem expenses unless set forth in this agreement.

9. Standard Form #3 is hereby made a part of this Contract.

Approved as to Form

Dated 12-6-60

Levi S. Shaw
County Counsel
of Yolo County

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FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminateMicro Fiched against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

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A. Contractor shall:

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1. Paint centerline strip through the reconstructed portion of the south river road.
2. Install paddles and reflectors stockpiled by the Corps of Engineers' contractor, provide and install new paddles and reflectors where required.
3. Install signs stockpiled by the Corps of Engineers' contractor.

B. Board shall:

1. Make payments to contractor for the amount of the actual cost incurred in performing the services required above, including actual overhead cost, not to exceed 10% of the total amount actually expended for the services to be performed hereunder. The total amount to be expended under the provisions of this agreement shall not exceed \$250.00.
- C. Contractor may bill the State from time to time as the work progresses, but not more frequently than once per month. The State will make payments for the amount so billed within twenty (20) days of receipt of proper invoices in triplicate. All invoices and statements shall be submitted with a detailed statement of the items for which payment is being sought. The State is authorized to audit the books and records of the contractor at any time during the period of the agreement and thereafter for two years from the date of final payment hereunder.
- D. The services performed under the provisions of this agreement shall be completed prior to January 31, 1966.

Micro Fiched

FILED

DEC 13 1965

LAURENCE P. HENIGAN, Clerk
By..... FETE E. LUCAS
Deputy

AGREEMENT NO. 65-175

Micro Fiched

THIS AGREEMENT made this 23rd day of November, 1965, by and between AUTOMATIC SPRINKLER CORPORATION OF AMERICA, 1487 Bayshore Boulevard, San Francisco, California, hereinafter called the CONTRACTOR, and THE COUNTY OF YOLO, a political subdivision of the State of California, duly organized and existing under and by virtue of the laws of the State of California, hereinafter called the OWNER.

W I T N E S S E T H:

THAT the CONTRACTOR and the OWNER for the considerations hereinafter named agree as follows:

ARTICLE I. SCOPE OF THE WORK

The CONTRACTOR agrees to provide all the materials and to perform all the work shown on the drawings and described in the Specifications attached hereto entitled

FIRE SPRINKLER SYSTEM

For

YOLO GENERAL HOSPITAL

For the

COUNTY OF YOLO

Beamer Street at Cottonwood Street

Woodland, California

prepared by Alvin Vingado and George T. Kern, Architects, acting as and in these Contract Documents entitled the Architect, and to do everything required by this Agreement, and the contract documents as defined in Article 6 herein.

Micro Fiched

ARTICLE 2. TIME OF COMPLETION:

The CONTRACTOR agrees that the work under this Contract shall be commenced within ten (10) calendar days after this Agreement has been filed in the Recorder's Office in the County in

1 which the work is to be performed, and shall be fully completed
2 within one hundred and twenty (120) calendar days after such date
3 of recording.

4 ARTICLE 3. CONTRACT SUM:

Micro Fiched

5 The OWNER agrees to pay the CONTRACTOR in current funds
6 for the performance of the Contract FIVE THOUSAND TWO HUNDRED
7 EIGHTY and NO/100 (\$5,280.00) DOLLARS (in this Contract sometimes
8 referred to as the Contract Price), subject to additions and de-
9 ductions as provided in the General Conditions of the Contract.

10 ARTICLE 4. PROGRESS PAYMENTS:

11
12 The OWNER shall make payments on account of the Contract
13 as follows:

14 On or about the tenth day of each calendar month to pay to
15 the CONTRACTOR an amount to be determined by the Architect in the
16 following manner:

17 (a) by taking ninety percent (90%) of the value, propor-
18 tionate to the amount of the Contract, of labor and
19 materials incorporated in the work to be performed,
20 as in this Contract provided (up to the date of the
21 filing of the claim as hereinafter provided for);

22 (b) adding ninety percent (90%) of the value, propor-
23 tionate to the amount of the Contract, of acceptable
24 materials intended to be incorporated in the work,
25 which said materials have been delivered to the site
26 or to a nearby public warehouse at the expense of
27 the CONTRACTOR, and for which the CONTRACTOR shall
28 have submitted vouchers evidencing full payment
29 therefor and shall have transferred title thereto
30 to the OWNER;

Micro Fiched

31 (c) subtracting the aggregate of all previous payments;
32 and upon substantial completion of the entire work,

1 a sum sufficient to increase the total payments to
2 ninety percent (90%) of the Contract Price.

3 ARTICLE 5. SUBSTANTIAL COMPLETION

Micro Fiched

4
5 Upon receipt of a written statement from the Contractor
6 claiming substantial completion, the Architect shall make a semi-
7 final inspection of the project and contingent upon concurrence
8 with the CONTRACTOR'S claim of substantial completion shall issue
9 a Certificate of Substantial Completion with a list appended
10 thereto of items to be completed or corrected. This list may not
11 be exhaustive and the failure to include an item on it does not
12 alter the responsibility of the CONTRACTOR to complete all the
13 work in accordance with the contract documents, including autho-
14 rized changes thereto.

15 ARTICLE 6. ACCEPTANCE AND FINAL PAYMENT:

16
17 The final payment shall be due thirty-five (35) days after
18 the date of recording by the OWNER of the Notice of Completion
19 provided that the work be fully completed and the Contract fully
20 performed. Upon receipt of written notice that the work is ready
21 for final inspection and acceptance the Architect shall promptly
22 make such inspection, and when he finds the work acceptable under
23 the Contract and the Contract fully performed, he shall promptly
24 issue a final certificate, over his signature, stating that the
25 work provided for in this Contract has been completed and is ac-
26 cepted by him under the terms and conditions thereof, and that the
27 entire balance found to be due the CONTRACTOR, and noted in said
28 final certificate, is due and payable.

29
30 ARTICLE 7. THE CONTRACT DOCUMENTS:

Micro Fiched

31 The complete contract includes all of the contract docu-
32 ments, to wit:

This agreement; notice to contractors; information to bidders; proposal form; accepted proposals; the complete general conditions; the complete supplementary general conditions; the complete plans; the complete specifications; addendum, if any; faithful performance bond and labor and materials bond. The said contract documents are hereby referred to and incorporated herein for all purposes, the same as if set forth herein, in full.

Drawings in sheets numbered:

one sheet

General Conditions and Supplementary General Conditions and Specifications in pages 1 through 22.

Addenda No. 1 to the Specifications in 1 page.

ARTICLE 8. FAILURE TO COMPLETE CONTRACT:

Should the CONTRACTOR make default or in any manner fail to perform this Contract, or fail to do and perform the work required by the Drawings and Specifications, and should action be brought by the OWNER against the CONTRACTOR for such failures, default or breach, then the CONTRACTOR agrees that the Court shall assess against the CONTRACTOR, in addition to any other award or damages, the reasonable attorney's fees of the OWNER incurred in such action.

The CONTRACTOR and the OWNER for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

CONTRACTOR:

"AUTOMATIC" SPRINKLER CORPORATION OF AMERICA

FIEN

P. O. BOX 360, YOUNGSTOWN, OHIO AND/OR
1487 BAYSHORE BOULEVARD, SAN FRANCISCO, CALIF.

ADDRESS

Micro Fiched

Signature and Title of Authorized Person

R. T. BENTFIELD, ASSISTANT SECRETARY

COUNTY OF YOLO, a body politic and corporate

By Wm. E. Duncan Chairman
BOARD OF SUPERVISORS, County of Yolo,
State of California

Micro Fiched

ATTEST:

LAURENCE P. MENIGAN, CLERK

BY Pete E. Lucas Deputy
(SEAL)

APPROVED AS TO FORM:

Benjamin M. ...
COUNTY COUNCIL, County of Yolo

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Micro Fiched

FILED

DEC 20 1965

AGREEMENT 65-176

LAURENCE P. HENIGAN, Clerk

By PETE E. LUCAS

Deputy

THIS AGREEMENT made and entered into this 20th day of December, 1965, by and between the COUNTY OF YOLO, CALIFORNIA (hereinafter referred to as Licensee) and CLARKSBURG FIRE PROTECTION DISTRICT (hereinafter referred to as Applicant);

WHEREAS Licensee has been licensed or is applying to the Federal Communications Commission for authority to operate a radio system in the Fire Radio Service; and

WHEREAS Applicant desires to take radio service from the Fire Radio System of the Licensee and desires Licensee to install one or more mobile units licensed to the Licensee in the fire fighting equipment operated by the Applicant pursuant to Section 89.13(a)(2) of the Rules of the Federal Communications Commission; and

WHEREAS Licensee is agreeable to installing its licensed mobile units in the fire fighting equipment of the Applicant in order to facilitate the operation of a coordinated county-wide Fire Radio system; and

WHEREAS both Licensee and Applicant agree that the radio service to be provided pursuant to this Agreement will be rendered on a non-profit basis in accordance with the provisions of Section 89.13(b) of the Rules of the Federal Communications Commission;

NOW THEREFORE this Agreement witnesseth as follows;

Applicant hereby agrees

1. That Licensee shall have the sole and exclusive right of control of the mobile radio unit or units installed in the vehicle or vehicles of the Applicant;
2. That the operator of said vehicle or vehicles shall at all times operate the radio unit or units installed therein subject to the orders and instructions of the Licensee's base station operator; and
3. That Licensee and its representatives shall at all times have such access to and control over said mobile equipment (including the right of removal thereof in the event of any violation of the terms of this Agreement or the Rules of the Federal Communications Commission) as will enable Licensee to carry out its responsibilities under any and all authorizations issued to it by the Federal Communications Commission.

Signed this 20th day of December, 1965.

COUNTY OF YOLO, CALIFORNIA

By

Laurence P. Henigan
Chairman, Board of Supervisors

By

Thornton E. Pyburn
CLARKSBURG FIRE PROTECTION DISTRICT
District Commissioner

Chairman

Micro Fiched

DEC 20 1965

YOLO COUNTY COMMUNICATIONS DEPARTMENT SERVICE AGREEMENT LAURENCE P. HENIGAN, Clerk

By PETE E. LOCAS
Deputy

THIS AGREEMENT made and entered into this 20th day of December 1965

by and between the COUNTY OF YOLO and CLARKSBURG FIRE PROTECTION DISTRICT

EACH A GOVERNMENTAL ENTITY, organized and existing under and by virtue of the law of the State of California.

Micro Fiched

WHEREAS, it is the desire of CLARKSBURG FIRE PROTECTION DISTRICT that the COUNTY OF YOLO service, repair, and maintain all of the communications equipment of CLARKSBURG FIRE PROTECTION DISTRICT; and,

WHEREAS, it is the desire of the COUNTY OF YOLO to service, repair, and maintain the said communications equipment of CLARKSBURG FIRE PROTECTION DISTRICT;

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That the COUNTY OF YOLO will when notified by the said CLARKSBURG FIRE PROTECTION DISTRICT, service, repair, and maintain the said communication equipment; said CLARKSBURG FIRE PROTECTION DISTRICT shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment to be serviced, repaired, or maintained is situated.

2. It is mutually agreed that the COUNTY OF YOLO shall charge, and the CLARKSBURG FIRE PROTECTION DISTRICT shall pay to the COUNTY OF YOLO, the following amounts as indicated for the services, repair, and maintenance listed herein.

Seven

(a) ~~\$\$\$~~ (\$7.00) dollars per man hour shall be charged for labor.

All labor charges shall commence upon leaving the county shop and will terminate upon return to the county shop.

(b) All parts and materials used by the Yolo County Communications Department shall be charged for at the rate of COST PLUS 10%.

(c) Required F.C.C. measurements shall be charged at the rate of five (\$5.00) dollars per transmitter; HOWEVER, it is further agreed that the rates charged for this service does not include labor or repairs to the equipment.

(d) Standard mobile installations shall be thirty (\$30.00) dollars plus material.

(e) Removal of mobile units shall be six (\$6.00) dollars each.

(f) The charge for actuating and testing the siren for the *** DOES NOT APPLY *** will be five (\$5.00) dollars per month. All tests will be conducted at the discretion of said fire district, but in no case will the tests be conducted less than once each week.

3. It is mutually agreed that the CLARKSBURG FIRE PROTECTION DISTRICT shall hold the COUNTY OF YOLO harmless for any damage or injury to person or property which may result from the failure, for any and all reasons, of the Yolo County Communication Department in fulfilling the terms of this agreement.

Micro Fiched

Agreement No. 65-177

Micro Fiched

4. It is mutually agreed that this agreement shall remain in force until the same is terminated by either party hereto by giving sixty (60) days notice in writing to the other party of their intention to terminate same.

Dated this 20th day of December 1965

W. E. Henigan
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN
COUNTY CLERK AND EX-OFFICIO CLERK
OF THE BOARD OF SUPERVISORS

BY Pete E. Lucas
Deputy

CLARKSBURG FIRE PROTECTION DISTRICT

Martin B. Butler
James L. Wenger
Thornton E. Pylman

Micro Fiched

12

AGREEMENT NO. 65-178

Woodland California

December 23, 19 65

Archie V. Robinson

Joyce P. Robinson

Grantor

FILED

DEC 27 1965

LAURENCE P. HENIGAN, Clerk

By John E. Jones
Deputy

RIGHT OF WAY CONTRACT - COUNTY HIGHWAY

Micro Fiched

Document No. 65-31 in the form of a Highway Easement Deed

covering the following described property:

A portion of Lots 1, 2, and 3, Block E, as shown on that certain map of the Hennigan Ranch recorded November 10, 1921, in Book 4 of Maps and Surveys at page 59 in the Office of the Recorder of the County of Yolo, State of California, described as follows:

The most westerly 50 feet at right angle measurement and containing 1.70 acres more or less.

has been executed and delivered to H. Van Reyper, Director of Public Works in the County of Yolo.

In consideration of which, and the other considerations herein after set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

2. The County shall:

Guarantee replacement of irrigation easement rights between Grantor's property and the existing irrigation well on property to the South or equal.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Archie V. Robinson
Joyce P. Robinson

Grantor

Recommended for Approval:

By W. E. Shuman
Director of Public Works

COUNTY OF YOLO

W. E. Shuman
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

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AGREEMENT OF COMMON USE

THIS AGREEMENT, entered into this 27th day of December, 1965, by and between the County of Yolo, a body corporate and politic and a political subdivision of the State of California, hereinafter called "County" and the Sacramento and San Joaquin Drainage District, a body corporate and politic, acting by and through The Reclamation Board of the State of California, hereinafter called "District" Micro Fiched

W I T N E S S E T H

WHEREAS, District is the owner in possession of certain real property situate in the County of Yolo, over which there has been constructed certain improvements hereinafter called "District's facilities"; and

WHEREAS, County has acquired certain lands for the construction of County Road 103 and wishes to connect Road 103 at its northerly terminus with County Road 17 by constructing approximately one and one-half (1-1/2) miles of gravel road, hereinafter referred to as "County's works", which said works will traverse a portion of District's facilities and real property, hereinafter referred to as "area of common use", as shown on the attached map marked Exhibit "A", and described in Exhibit "B" attached, which are hereby made a part of this agreement; and

WHEREAS, the County and the District desire that the County's works be located in the area of common use, together with the right of County to use and maintain said works for the mutual benefit of both County and District;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, County and District do hereby mutually agree as follows:

1. District hereby perpetually agrees to the construction, reconstruction, maintenance or use, by County of County's works across or upon District's facilities and real property in the area of common use.

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Agree. No. 65-179

2. In the event that the future use of County's works shall at any time or times necessitate rearrangement, relocation or reconstruction of any of District's facilities then existing in said area of common use, County shall notify District in writing of such necessity in accordance with the applicable sections of the Water Code and County agrees to pay the cost of such rearrangement, relocation or reconstruction of District's facilities following approval of all plans and specifications for the said rearrangement, relocation or reconstruction by the District, which approval shall not be unreasonably withheld. Micro Fiched

3. District shall pay the cost of any construction, reconstruction, modification, alteration or relocation of County's works in the area of common use when such construction, rearrangement, modification, alteration or relocation is requested by District and District shall submit to County for approval all plans and specifications of any proposed construction, modification or alteration by District of County's works within the area of common use, which approval shall not be unreasonably withheld.

4. County shall pay the cost of repair and maintenance of County's works, located in the area of common use at its sole expense, excepting damage resulting from District's acts, and for any construction, rearrangement, modification, alteration or relocation not requested by District.

5. District or its assignees shall maintain, repair and replace its facilities located in the area of common use at its sole expense, excepting damage resulting from the use by County.

6. County, when working within the area of common use where District's facilities are located shall comply with the following provisions:

(a) Except in emergencies, County shall give reasonable notice to District before performance of any work in the area of common use.

(b) In all cases, County shall make adequate provisions for the protection of the public in the area of common use and provide such safety devices as are generally required on road construction projects.

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(c) All work shall be planned and carried out so there will be minimum inconvenience to the public in the area of common use.

7. District and County shall use said area of common use in such a manner as not to unreasonably interfere with the rights and responsibilities of the other.

8. County shall submit to District for approval all plans and specifications of any proposed construction, reconstruction, modifications or alterations by County of its works which are within or may affect the area of common use, which approval shall not be unreasonably withheld.

9. District may assign the rights granted herein to those local agencies responsible for the maintenance of flood control works. Said assignments shall not, however, relieve District of the duties imposed upon it by this agreement.

10. County agrees to hold and save the State of California, the Sacramento and San Joaquin Drainage District and the Reclamation Board, its successors or assigns, free and harmless from any and all claims arising out of or in connection with the use by County of the area of common use.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate by their respective officers thereunto duly authorized.

COUNTY OF YOLO

By

By

Approved as to Form

Dated

County Counsel of Yolo County

SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT, acting by and through The Reclamation Board of the State of California

Micro Fiched

By

President

By

Secretary

EXHIBIT "B"

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A parcel of land, being a portion of Lot D of the C. Nelson Land and Stock Company in Section Eleven (11), Township Ten (10) North, Range Two (2) East M.D.B. & M., as shown on Record of Survey recorded in Book 4 of Maps and Surveys at page 32, more fully described as follows:

BEGINNING at the corner fence post which marks the southwest corner of Section 12, of said Township and Range; thence South $87^{\circ} 13' 00''$ West 25.01; thence North $04^{\circ} 09' 00''$ West 1700.45 feet to a curve concaved to the East; thence along said curve with a radius of 825.00 feet thru a central angle of $04^{\circ} 45' 49''$ an arc distance of 68.59 feet; thence North $00^{\circ} 36' 49''$ East to a curve concaved to the West; thence along said curve with radius of 775.00 feet thru a central angle of $04^{\circ} 45' 49''$ an arc distance of 64.43 feet; thence South $04^{\circ} 09' 00''$ East 2067.59 feet to the point of beginning.

Containing 1.079 acres, more or less.

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FILED

JAN - 3 1966

LAURENCE P. HENIGAN, Clerk

By *John E. Lucas*
Deputy

AGREEMENT NO. 66-1

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day
of January, 19 66, by and between Micro Fiches
A. Teichert and Son, Inc.

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and per-
formed by the said County, and under the conditions expres-
sed in the two bonds, bearing even date with this contract,
and hereunto attached, the said Contractor agrees with said
County at his own proper cost and expense, to do all the
work and furnish all the materials, except such as are
mentioned in the specifications and plans to be furnished
by said County necessary to construct and complete in a
good workmanlike and substantial manner and to the satisfaction
of the Department of Public Works, of the County of Yolo,

The resurfacing of portions of Kegle Drive, Harbor Boulevard,
reconstruct 5th Street, and reconstruct and resurface portions
of Gregory Avenue, all in East Yolo County.

(Description and Location of Project)

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by Micro Fiches
such reference made a part hereof.

The work to be done is shown upon a set of plans
entitled County of Yolo, Department of Public Works,

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Omnibus Contract: A. Fifth Street (W.O. #4037); B. Kagle Drive
(W.O. #4038); C. Gregory Avenue (W.O. #4039); D. Harbor Blvd. (W.O. #4040)
(Plan Index No. 709.00 to 709.06 (WO # N.A.))

Approved November 19, 1964(date), by the Director of Public
Works, which said set of plans is hereby made a part of this
contract.

ARTICLE II - And the said Contractor agrees to receive and
accept the prices as set forth in the accepted proposal as
full compensation for furnishing all materials and for
doing all the work contemplated and embraced in this
agreement; also for all loss or damage arising out of the
nature of the work aforesaid, or from the action of the
elements, or from any unforeseen difficulties or obstruc-
tions which may arise or be encountered in the prosecution of
the work until its acceptance by the County of Yolo, and for
all risks of every description connected with the work; also
for all expenses incurred by or in consequence of the suspen-
sion or discontinuance of work and for well and faithfully
completing the work, and the whole thereof, in the manner
and according to the plans and specifications, and the
requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for
commencement of said work to be within fifteen (15) days
next after the date of this Contract and for its completion
to be within Sixty (60) working days next after
the actual date of commencement; and further promises and
agrees with the said Contractor to employ, and does hereby
employ, the said Contractor to provide the materials and to
do the work according to the terms and conditions herein
contained and referred to, for the prices aforesaid, and
hereby contracts to pay the same at the time, in the manner
and upon the conditions above set forth; and the County and
the Contractor for themselves, their heirs, executors,
administrators, successors and assigns, do hereby agree to
the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County
and the Contractor that the time of service of any laborer,
workman or mechanic employed upon any part of the foregoing
work shall be limited and restricted to eight (8) hours
during any one calendar day, and neither said party nor any

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subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property. Micro Filed

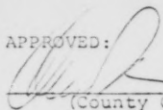
ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE VI - It is further stipulated and agreed by and between the County and the Contractor hereto that no alien shall be employed upon any part of the foregoing work, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except to work upon public, military or naval defenses or work in time of war. For any breach of any of the stipulations contained in the above paragraphs relative to hours of labor, rates of wages and employment of aliens, the Contractor shall forfeit to the said Board of Supervisors of the County of Yolo, to be retained by said County out of monies payable to said party under the terms of this Contract, a penalty in the sum of Ten (10) Dollars per day for each laborer, workman or mechanic employed in the execution of said Contract, by said Contractor, or any subcontractor under it for each calendar day during which any such laborer, workman or mechanic is required and/or permitted to labor more than eight (8) hours in violation of and/or is paid a rate of wages in violation of the provisions of said paragraphs and the stipulations of this Contract.

ARTICLE VII - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

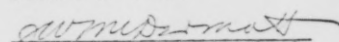
APPROVED:



(County Counsel)

COUNTY OF YOLO

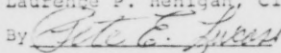
By



Chairman of the Board of
Supervisors

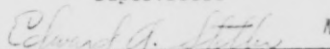
ATTEST:

Laurence P. Henigan, Clerk

By 

Deputy

By



A. TEICHERT & SON, INC.
Contractor

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FILED

JAN 19 1966

LAURENCE P. HENIGAN, Clerk

By *John C. Lucas*
Deputy
Micro Fiched

See Resolution No 66-23
AGREEMENT NO. 66-2

LEASE

THIS LEASE made and entered into this 3rd day of
January, 1966, by and between the COUNTY OF YOLO, State
of California, hereinafter referred to as COUNTY, and the WOODLAND
JOINT UNIFIED SCHOOL DISTRICT of Yolo and Sutter Counties, State
of California, hereinafter referred to as DISTRICT,

W I T N E S S E T H:

1. In consideration for the covenants of and lease by
COUNTY made herein, DISTRICT hereby leases to COUNTY that certain
real property located in the County of Sutter, State of California,
known as the KNIGHTS SCHOOL SITE, under the terms and conditions
set forth herein.

2. In consideration for the covenants of and lease by
DISTRICT made herein, COUNTY hereby leases to DISTRICT the frame
construction portable class building currently located on the
Harriet Lee Senior Elementary School Site and other personal
property scheduled in Exhibit "A" attached hereto, which Exhibit
"A" is hereby incorporated by reference as if set forth at length
herein, under the terms and conditions set forth herein.

3. The term of the leases created hereby shall be one (1)
year commencing July 1, 1965; however, the leases shall be deemed
to have been renewed for additional one (1) year terms unless prior
to thirty (30) days before the end of the original or any renewal
term either DISTRICT or COUNTY shall have given to the other
notice of termination; provided, however, that the aggregate
period of the original term and all renewal terms shall not exceed
ninety-nine year. Notice of termination shall be given in writing
and shall be given to DISTRICT by delivery to the District Superin-
tendent of DISTRICT and to the COUNTY by delivery to the County
Clerk or his deputy.

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1 4. The properties leased by COUNTY and DISTRICT shall be
2 used solely for the purpose of educating and instructing excep-
3 tional children. Micro Fiched

4 5. The DISTRICT covenants to COUNTY as follows respecting
5 the property leased by it to COUNTY:

- 6 a. To keep in good order, condition and repair the
7 school building located thereon.
8 b. To maintain in good order and condition the land-
9 scaping and turf located thereon.
10 c. To provide and pay the charges for electricity,
11 water and all other utilities, except telephone
12 provided to the premises.

13 6. DISTRICT covenants to COUNTY as follows with respect
14 to the property leased to it by COUNTY:

- 15 a. To keep said property in good order, condition and
16 repair.
17 b. To provide for itself all desired utilities and
18 janitorial services.
19 c. Not to remove the property from its present loca-
20 tion on the Harriet Lee Senior Elementary School
21 Site without prior written consent of COUNTY.

22 7. COUNTY and DISTRICT each covenant to save the other
23 harmless from any and all liability for personal injuries, property
24 damage or for loss of life or property resulting from, or in any
25 way connected with the condition or use of the premises herein
26 leased to it by the other, or any means of ingress thereto or
27 egress therefrom, except liability for personal injuries, property
28 damages or loss of life or property caused solely by the negli-
29 gence of the other.

30 8. Upon termination of the leases herein created, each
31 party shall surrender the property in as good condition as when
32 received, ordinary wear and tear excepted.

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EXHIBIT "A"

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- 1
- 2
- 3 1 teacher's desk
- 4 6 double student wooden table desks
- 5 1 single student wooden table desk
- 6 9 single student metal desks (formica tops)
- 7 1 3 x 6 formica top table
- 8 2 adult wood chairs
- 9 16 straight wooden chairs
- 10 1 straight metal and formica chair
- 11 1 paper cutter (#20 Y.C. equipment number)
- 12 2 chart racks
- 13 1 3½ x 5 portable blackboard
- 14 3 28" x 8' x 3' storage cabinets
- 15 1 work bench with 3 vises attached
- 16 5 waste baskets
- 17 1 hanging U.S. Map (#82 Y.C.)
- 18 1 20" x 8' book case and coat rack (#47 Y.C.)
- 19 1 Singer sewing machine and table (#23 Y.C.)
- 20 1 Hardwick gas range (#48 Y.C.)
- 21 1 Metal portable sink and cabinet (including hot water heater) (#49 Y.C.)
- 22 2 metal upright cabinets (#40 and #41 Y.C.)
- 23 1 Wood upright cabinet (#37 Y.C.)
- 24 1 Butcher paper rack (#80 Y.C.)
- 25 1 ironing board
- 26 1 Skill and Drill set (#18 Y.C.)
- 27 1 Oster iron (#24 Y.C.)
- 28 1 Skill saw (#17 Y.C.)
- 29 1 Manning Bowman 3/8" drill (#16 Y.C.)
- 30 2 tool racks complete as detailed
- 31 Physical education equipment, miscellaneous
- 32

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- 1 Instructional materials and supplies, miscellaneous
- 2 Pots, pans, dishes, and silverward
- 3 Arts and Crafts materials
- 4 Portable wooden cupboards
- 5 1 General Electric Refrigerator (Y.C. #21)
- 6
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VOL. 818 PAGE 414
 OFFICIAL RECORDS
 RECORDED AT REQUEST OF
 COUNTY OF YOLO
 JAN 24 1966
 At 30 Min. Past 8 O'clock A.M.
 YOLO COUNTY, CALIFORNIA
 Recorder
 NO CHO

634
 AGREEMENT NO. 66-3
 EASEMENT AGREEMENT

RECORDED
 DOCUMENT
 FILED

JAN 31 1966

LAURENCE P. HENIGAN, Clerk
 By *Arthur E. Lucas*
 Deputy

THIS AGREEMENT, made and entered into this 10th day of January, 1966, by and between the COUNTY OF YOLO, a political subdivision of the State of California, and the CITY OF WOODLAND, a political subdivision of the State of California,

WITNESSETH:

WHEREAS, the COUNTY OF YOLO owns and has title to that real estate and real property located in the County of Yolo, State of California, described as follows:

That real property in the name of the County of Yolo and shown on the record of Survey Map filed in Book 9 of Maps and Surveys at page 41 of Yolo County Records, and

WHEREAS, the CITY OF WOODLAND desires to install a sanitary sewer and a storm sewer along the West 30 feet of said property.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The COUNTY OF YOLO does hereby grant, assign and set over to the CITY OF WOODLAND a permanent easement and right of way, including the perpetual right to enter upon the real estate hereinafter described, at any time that it may see fit, and construct, maintain and repair underground pipelines and/or mains for the purpose of conveying sanitary sewage and storm waters over, across, through and under the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of said pipelines and/or mains, and further right to remove any obstructions interfering with the location, construction and maintenance of said pipelines and/or mains.

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- 1 2. The easement and right of way hereby granted covers
2 a strip of land 30 feet in width over and across the
3 above described land, particularly described by notes
4 and bounds, as follows: Micro Fiched

5 A thirty foot strip of land described as follows: Micro Fiched

6 Beginning at a one and one half inch iron pipe monu-
7 ment located on the West line of the East one half
8 of the Northwest one quarter of Section 30, Township
9 10 North, Range 2 East, M.D.B. & M., which marks the
10 northwest corner of land owned by the County of Yolo
11 as shown on the Record of Survey Map filed in Book 9
12 of Maps and Surveys at Page 41 of Yolo County Records;
13 thence from said point of beginning on and along said
14 west line South 0° 13' 12" West, 1150.00 feet to a
15 point; thence South 89° 34' 22" East, 30.00 feet to a
16 point; thence North 0° 13' 12" East 1150.00 feet to a
17 point on the north line of said property owned by the
18 County of Yolo; thence on and along said north line
19 North 89° 34' 22" West 30.00 feet to the point of
20 beginning.

- 21 3. The COUNTY OF YOLO shall fully use and enjoy the
22 aforesaid premises, except as to the rights herein
23 granted; and the CITY OF WOODLAND hereby agrees to
24 hold and save the COUNTY OF YOLO harmless from any
25 and all damage arising from its use of the right,
26 easement, and right of way herein granted and agrees
27 to pay any damage or damages which may arise to the
28 property, premises, or rights of the COUNTY OF YOLO
29 through the CITY OF WOODLAND'S use, occupation, and
30 possession of the rights herein granted.
- 31 4. Prior to the installation of said sanitary and sewer
32 drainage system, the CITY OF WOODLAND shall negotiate
separately with any lessee in possession of said
property to secure quit claim deed from said lessee
and pay said lessee any crop damages caused by the
said installation.

- 33 5. The CITY OF WOODLAND shall restore the property to as
34 good a condition as existed prior to the said installa-
35 tion and any damages to fences, ditches and irrigation
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1 facilities shall be repaired and/or replaced by said
2 CITY OF WOODLAND after installation in a manner satis-
3 factory to lessee in possession and the COUNTY OF YOLO.

- 4 6. The CITY OF WOODLAND shall allow the COUNTY OF YOLO to
5 install or cause to be installed without charge drain-
6 age pipe and sanitary sewer connections to proposed
7 sanitary lines at such time as needs demand such con-
8 nection for as long as the property is in the owner-
9 ship of the COUNTY OF YOLO.

- 10 7. The CITY OF WOODLAND shall assume full maintenance
11 responsibility of the pipelines and/or mains after
12 installation.

13 IN WITNESS WHEREOF, the parties hereto have set their hands
14 and seals the day first above written.

15
16 COUNTY OF YOLO, a political subdivi-
17 sion of the State of California

18 BY *Wm. J. Smith*
19 CHAIRMAN OF THE BOARD OF SUPERVISORS

20
21
22 CITY OF WOODLAND, a political sub-
23 division of the State of California

24 BY *B. J. Smith*

25
26 "This conveyance is accepted by the undersigned
27 on behalf of the City of Woodland, pursuant to City
28 Council Resolution 1457, recorded October 15,
1959, in the Recorder's Office of the aforesaid
County and State."

29 *J. P. Fairley*
City Clerk

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A.—The Contractor shall keep himself fully informed of and at all times observe and comply with and shall cause all his agents and employees to observe and comply with all state and national laws and county and municipal ordinances and regulations and orders of public bodies which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work. He shall protect and indemnify the State of California and all officers and employees thereof, including but not limited to the Director and the State Highway Engineer, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, or order, whether by himself or his employees. If any discrepancy or any inconsistency is discovered in this contract in relation to any such law, ordinance, regulation, or order, he shall report the same to the Engineer in writing.

B.—The attention of the Contractor is directed to, and he agrees to comply with, all of the applicable provisions of the Labor Code including those provisions requiring the payment of not less than the prevailing rate of wages; and prohibiting the employment of aliens on public works; and further agrees to the forfeitures provided for in said Code in the event a violation of any of the provisions occurs in the execution of this contract, and particularly to the provision that the Contractor shall, as a penalty to the State of California, forfeit \$25.00 for each workman employed in the execution of the contract by the contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code and in particular, Sections 1810 to 1815 inclusive thereof.

C.—The attention of the Contractor is also called to and he agrees to comply with the provisions of the "Buy American" Act, Sections 4300 to 4305 of the Government Code, pertaining to use of materials and supplies produced or manufactured in the United States.

D.—The mentioning of certain statutes in this contract shall not relieve the Contractor from the responsibility of complying with any other law applicable to the work to be done under the contract or to the service or equipment to be furnished hereunder.

E.—It is understood that the Contractor assumes all responsibility for repairs to his equipment during its use under this contract, and he also assumes all responsibility which may be imposed according to law for property damage or personal injuries caused by his operations under this contract.

F.—The cost of employer payments to or on behalf of employees, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments including sales taxes required by law or otherwise shall be included in the price bid and no additional allowance will be made therefor, except as otherwise specifically provided herein.

G.—It is expressly agreed that all persons engaged on this work are employees of the Contractor and that none are employees of the Department of Public Works of the State of California.

H.—Alterations, extensions of time, extra and additional work, and other authorized changes may be made without securing the consent of the sureties on the contract bonds.

I.—The Contractor warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability, paying only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

J.—Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the traveling public from injury and damage from such equipment.

FILED

JAN 10 1966

LAURENCE P. HENIGAN, Clerk

AGREEMENT NO. 66-5

By WILLIAMS
Deputy

This Agreement, made and entered into this 10th day of JANUARY, 1966, by and between the COUNTY OF YOLO, a municipal corporation, called COUNTY, and ALLEN GRIMES, an individual, doing business as CALIFORNIA CODE SERVICE, called SERVICE,

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W I T N E S S E T H:

WHEREAS, COUNTY desires the codification of its ordinances, and WHEREAS, SERVICE is experienced in the field of preparing municipal codes and is willing to render such service on the basis hereinafter provided,

NOW, THEREFORE, it is mutually agreed as follows:

1. SERVICE will prepare a municipal code for COUNTY in accordance with the following provisions:

(a) The Code will functionally integrate those portions of the ordinances of COUNTY which have not been repealed, amended, or superseded and which are of a general and permanent nature. It is agreed that SERVICE shall not be obligated to codify any ordinance adopted after the execution of this agreement without additional compensation as is provided herein. Amendatory ordinances shall be given their proper places, and repealed ordinances and outmoded provisions shall be noted in the tables of distribution in the Appendix of the Code. Ordinances of a special nature shall be listed by number, subject matter, and date of adoption in the tables of distribution.

(b) Following the initial review of the ordinances by SERVICE, all provisions appearing to be obsolete, repealed by implication, or in conflict with local or State laws shall be set forth on typewritten preliminary tables of distribution which shall be transmitted to the County Counsel, together with explanations and recommendations for his review and final ruling. Said tables shall show the proposed organization of the Code and the distribution and disposition of all ordinances.

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(c) Following the final ruling of the County Counsel as to the material to be codified, SERVICE shall classify such material by subject matter into titles, chapters, articles, and sections with appropriate headings and catchlines for each. SERVICE shall edit such material by coordinating, modernizing, and standardizing the language. Source lines delineating the ordinance number and section number shall follow each section codified. A table of contents and title index sheets shall be prepared. Separate tables shall be prepared showing the distribution of each ordinance adopted by COUNTY into the Code or showing its repeal, the special ordinances not codified but to remain in effect, and suspended ordinances as agreed by COUNTY and SERVICE following the initial review of ordinances. Micro Filmed

(d) The editorial manuscript of the Code shall be typed by SERVICE, and three (3) copies of such manuscript shall be forwarded to COUNTY for review and approval. COUNTY agrees to review and return such manuscript within thirty (30) days after receiving same to SERVICE.

(e) Upon the return of such manuscript by COUNTY to SERVICE, SERVICE will integrate all ordinances adopted by COUNTY during the codification period into the Code and incorporate any suggestions made by COUNTY during its review of the manuscript which suggestions are consistent with the approved preliminary tables referred to in paragraph 1 (b) of this agreement. Any changes requested from the approved tables of distribution shall be subject to the payment by COUNTY of the reasonable value of the services performed and expenses incurred by SERVICE in making the requested changes, including the cost of correcting and retyping pages, proofreading, editing, and similar work. Micro Filmed

(f) The necessary legal documents required for the adoption of the Code shall be prepared by SERVICE and transmitted to COUNTY with three (3) copies of the typewritten Code for adoption by COUNTY.

2. Upon receipt of notification that the Code has been adopted by COUNTY, SERVICE, at its own expense, will cause the Code to be printed. Such printing shall conform to the following provisions:

(a) One hundred (100) copies of the Code shall be printed and assembled unless otherwise requested by County pursuant to the provisions of paragraph 5 (c) of this agreement.

(b) The text of the Code shall be printed in Roman type.

(c) Title headings and section catchlines shall be printed in larger distinguishable type. Micro Fiched

(d) The Code shall be printed on English finish book paper, fifty (50) pound substance, or equivalent, on one side of the paper.

(e) A comprehensive word index of all material in the text of the Code shall be prepared and included in the printed Code.

(f) Fifty (50) copies of the printed Code shall be assembled in binders with a metal back, three (3) prongs, eight (8") inches by ten (10") inches, with a three (3") inch capacity, with a full-length concealed metal hinge down the center of the backbone. The inside hinge of the binder shall be duck reinforced, with a flat back riveted to steel angle plates, with an automatic two-position spring catch lock, lever operated. The cover of the binder shall be full levant-grain simulated leather over heavy binders board, stamped and embossed with gold lettering, and with rounded corners.

(g) One hundred (100) copies of the Code shall include a set of dividers with plastic and colored tabs.

3. COUNTY hereby agrees to furnish SERVICE with two (2) legible copies of each of its ordinances which has been adopted up to and including the date of the execution of this agreement, plus two (2) copies of each ordinance adopted thereafter and prior to the termination of this agreement.

4. SERVICE shall prosecute diligently the work called for by this agreement and shall attempt to complete and submit the manuscript of the Code to COUNTY within twelve (12) months from the receipt of the ordinances from COUNTY and shall complete and submit the printed Codes to COUNTY within twenty-four (24) months from the receipt of the ordinances. Time Micro Fiched

involved in delays on the part of COUNTY in furnishing, reviewing, or returning documents in connection with the Code shall be deducted in determining the performance period.

5. COUNTY agrees to pay SERVICE for the foregoing services the following compensation:

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(a) The sum of Ten and no/100ths (\$10.00) Dollars for each ordinance adopted succeeding Ordinance No. 546 and prior to the adoption of the Code; and

(b) The sum of Five Thousand Nine Hundred Fifty and no/100ths (\$5,950.00) Dollars for one hundred (100) printed copies of the Code containing the text, index, tables of contents, and tables of distribution, fifty (50) copies of which shall be assembled in binders, plus Seven and 50/100ths (\$7.50) Dollars for each printed page in excess of four hundred (400) pages; or

(c) The sum of Six Thousand Seven Hundred and no/100ths (\$6,700.00) Dollars for two hundred (200) printed copies of the Code containing the text, index, tables of contents, and tables of distribution, fifty (50) copies of which shall be assembled in binders, plus Seven and 50/100ths (\$7.50) Dollars for each printed page in excess of four hundred (400) pages.

(d) Said compensation shall be payable as follows:

(1) The sum of One Thousand and no/100ths (\$1,000.00) Dollars upon the execution of this agreement;

(2) The sum of Five Hundred and no/100ths (\$500.00) Dollars upon the submission of the typewritten manuscript of the Code to COUNTY; and

(3) The balance of the compensation upon delivery of the printed copies of the Code to COUNTY.

6. SERVICE agrees that the compensation quoted includes codification, printing, proofreading, gathering, drilling holes, assembling of the Code, and binders and dividers.

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7. In the event an increase of wage is granted to printers employed by SERVICE, the sum required pursuant to paragraph 5 (b) and (c) shall be subject to proportional increase.

8. The County Council of COUNTY shall make all legal decisions and determine all legal questions and be responsible to the Board of Supervisors for such determinations.

9. COUNTY agrees to employ SERVICE to furnish a continuing codification service to COUNTY by integrating each new ordinance amending the Code after its adoption by preparing printer's copy and delivering one hundred (100) copies of each reprinted or supplemental page to COUNTY for distribution and insertion in the Code. COUNTY agrees to send SERVICE two (2) copies of each ordinance immediately following its adoption. This continuing service shall also include annual revisions of the index, tables of contents, tables of disposition, and other necessary changes. COUNTY agrees to pay SERVICE as compensation for the work performed pursuant to this paragraph the sum of Twelve and no/100ths (\$12.00) Dollars per printed page, for one hundred (100) copies, of the text material of the Code and the sum of Fifteen and no/100ths (\$15.00) Dollars per printed page, for one hundred (100) copies, of the Appendix pages of the Code, payable upon delivery. Should COUNTY desire two hundred (200) copies, the compensation for the work performed pursuant to this paragraph shall be the sum of Fifteen and no/100ths (\$15.00) Dollars per printed page of the text material of the Code and the sum of Eighteen and no/100ths (\$18.00) Dollars per printed page of the Appendix pages of the Code, payable upon delivery. In the event an increase of wage is granted to printers employed by SERVICE, these sums shall be subject to proportional increases. Said continuing service shall continue for a minimum period of two (2) years and then may be terminated by either party giving sixty (60) days' notice in writing of the date of such termination to the other party.

10. In the event litigation shall arise out of this contract, the successful parties to the litigation shall be entitled to reasonable attorneys' fees and court costs.

11. The terms and provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Micro Fiched

IN WITNESS WHEREOF, this agreement has been executed in duplicate the day and year first above written.

COUNTY OF YOLO, a municipal
corporation,

By *Wm. J. Smith*

ATTEST:

By *Git E. Lucas*

CALIFORNIA CODE SERVICE

By *Allen Gaines*
ALLEN GAINES

Micro Fiched

FILED

JAN 17 1966

LAURENCE P. HENIGAN, Clerk

By Pat E. Lucas
Deputy

AGREEMENT NO. 66-6

(Yolo County Communications Department Service Agreement)

Micro Fiched

THIS AGREEMENT made and entered into by and between
the COUNTY OF YOLO, and DUNNIGAN FIRE PROTECTION
DISTRICT

each a governmental entity, organized and existing under and by
virtue of the laws of the State of California,

W I T N E S S E T H:

WHEREAS, the parties heretofore made and entered into
a Yolo County Communications Department Service Agreement
dated May 11, 1964, 1964 and numbered Agreement No.
64-51; and

WHEREAS, it is the desire of the parties to amend the
mentioned agreement to provide for a modified labor charge,

IT IS HEREBY MUTUALLY AGREED that Paragraph 2(a) of
the mentioned agreement is hereby amended to read as follows:

"Seven dollars (\$7.00) per man hour shall be
charged for labor.

"All labor charges shall commence upon leaving
the County shop and will terminate upon return to the
County shop."

DATED this 17th day of January, 1966.

William J. Smith
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pat E. Lucas (SEAL) DEPUTY

ATTEST:

Micro Fiched

13
FILED

FEB-1 1966

LAURENCE P. HIGGS, Clerk

By *John E. Lucas*
Deputy

AGREEMENT NO. 66-7

CO-OPERATIVE AGREEMENT

Micro Fiched

1 This Agreement made and entered into this 24th day of
2 January, 1966, by and between the County of Yolo, herein-
3 after called "Yolo" and the County of Colusa, hereinafter called
4 "Colusa".
5

6 WITNESSETH, whereas, Yolo County Resolution No. 61-155,
7 passed and adopted December 15, 1961, provided for the joint
8 maintenance between Yolo and Colusa of Yolo County Road 1, the
9 centerline of which is the County boundary.
10

11 WHEREAS, said resolution specified that bridge maintenance
12 and construction would be undertaken as required and the cost
13 divided between Yolo and Colusa Counties; and

14 WHEREAS, Yolo County Bridge 1-3.8, approximately 3.8 miles
15 easterly of Interstate Highway 5, has been destroyed by fire and
16 needs reconstruction,

17 NOW, THEREFORE, in consideration of the premises and mutual
18 benefits to be derived from the reconstruction of said bridge, the
19 parties agree as follows:

20 ARTICLE I

21 Yolo agrees as follows:

22 1. To prepare plans and specifications and award a con-
23 struction contract for the reconstruction of said bridge, which is
24 estimated to be approximately 208' in length between centerlines of
25 abutments.

26 2. That Yolo County will obtain approval of plans, speci-
27 fications and cost estimates by both Colusa and Yolo Counties
28 prior to advertising for bids.

29 3. That Yolo County will also obtain approval of Colusa
30 County subsequent to opening bids and prior to the awarding of the
31 contract.

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32 4. That Yolo County will administer the contract and in-
spect the work to assure compliance with plans and specifications.

ARTICLE II

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Colusa agrees as follows:

1. To promptly reimburse Yolo in the amount of 50% of the total cost of all work, including preliminary engineering, construction engineering, contract construction costs and all other incidentals pertinent to the replacement of said bridge.

2. That said reimbursement will be made upon billing by Yolo as progress payments are made.

3. That copies of progress payments to the Contractor and electronic data process cost account sheets shall be considered sufficient and conclusive evidence of costs for the purpose of reimbursement.

IN WITNESS WHEREOF the parties have hereunto set their hand the day and year first above written.

COUNTY OF YOLO

William E. Hutton
Chairman of the Board of Supervisors
County of Yolo, State of California

COUNTY OF COLUSA

William E. Hutton
Chairman of the Board of Supervisors
County of Colusa, State of California

APPROVED AS TO FORM:

Lewis F. Shearer
Lewis F. Shearer, County Counsel

APPROVED AS TO FORM

Louis F. Shearer
DISTRICT ATTORNEY

Micro Fiched

FILED

JAN 31 1966

LAURENCE P. HENIGAN, Clerk

By John C. Barmatt
Deputy

CONTRACT FOR GOVERNMENTAL AGENCIES

YOLO COUNTY
AGREEMENT NO. 66-8This contract made the 26th day of January, 19 66, between TIDEWATEROIL COMPANY, a Delaware corporation, hereinafter called "Seller" and COUNTY OF YOLO(and Political Subdivisions) Woodland, CaliforniaNAME AND ADDRESS
hereinafter called "Buyer".

WITNESSETH:

Micro Fiched

1. TERM AND QUANTITY: Seller shall sell and deliver to Buyer and Buyer shall purchase and take from Seller, into Buyer's bulk storage facilities at Woodland or at other points to which Seller regularly makes truck deliveries of such products, Buyer's requirements of Gasolines and Motor Diesel Fuel marketed by Seller, for consumption and not for resale, during the period from the 1st day of February, 19 66 to the 31st day of January, 1967. Seller shall have the right at its option to terminate this contract without notice if Buyer resells or offers for resale any of said product(s) or breaches any of the provisions hereof.

2. PRODUCTS AND BRAND CHANGES: The products covered by this contract are Flying A Gasoline, Flying A 100 Plus Gasoline and Motor Diesel Fuel provided, however, that Seller may at any time discontinue the sale of any product covered herein, and thereby be relieved of any further obligation hereunder, with respect to the discontinued product. Seller may, at any time, change the brand name or any distinctive designation of any of its products. Should it do so, this contract shall be deemed to cover products of the new names or designations to the same extent as if said names or designations were specifically set forth herein.

3. PRICES: Buyer agrees to pay Seller for deliveries hereunder, the price, posted by Seller at time, for place, quantity and method of delivery less the following discounts per gallon: Flying A Gasoline - \$.0576, Flying A 100+ Gasoline - \$.0821, Flying A Motor Diesel - \$.0595. For information only, Seller's prices per gallon to Buyer, on this basis, as of date hereof are:

Location	Price Per Gallon * 400 Gallons or More		
	Flying A Gasoline	Flying A 100 Plus Gasoline	Motor Diesel Fuel
Woodland	\$.1944	\$.2149	\$.1025
Knights Landing	.1954	.2159	.1035
Broderick	.1904	.2109	.0965
Esparto	.1944	.2149	.1025
Winters	.1944	.2149	.1015
West Sacramento	.1904	.2109	.0965
Davis	.1944	.2149	.1015

Gasoline prices include \$.07 per gallon State Motor Vehicle Fuel Tax and exclude \$.04 per gallon Federal Excise Tax. Diesel prices are exclusive of all taxes.

* Add \$.01 per gallon for deliveries of 200 to 399 gallons.

Add \$.03 per gallon for deliveries of 40 to 199 gallons.

Maximum prices, subject only to increases in taxes as hereinafter provided, to be paid by Buyer, for deliveries hereunder shall be Buyer's price, as of date hereof, for quantity delivered, as herein indicated.

4. TAXES: Any tax or increase in tax, now or hereafter in effect, except as specifically included in the prices specified herein, and in any manner affecting sale or delivery hereunder, shall be added to each of the prices specified herein and shall be paid by Buyer.

5. THE CONDITIONS ON THE REVERSE SIDE HEREOF ARE HEREBY INCORPORATED IN AND MADE A PART OF THIS CONTRACT.

TIDEWATER OIL COMPANY

Micro Fiched

COUNTY OF YOLO

BUYER

By

John C. Barmatt
Wholesale Sales Manager

By

FORM 6-131
REV. 8-63

John C. Barmatt 1/31/66
TITLE
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Approved as to Form

Dated 1/31/66

County Counsel of Yolo County

6. DELIVERIES: Products shall be delivered with reasonable promptness on Buyer's orders. Seller shall make deliveries, in its usual manner, during business hours only and not on Sundays or holidays, except at Seller's option. Deliveries shall be made in fairly equal quantities. Seller shall not be obligated to sell or deliver hereunder during any calendar month in excess of 70,000 gallons of offered product(s). The quantity of each delivery hereunder shall be determined at the time of delivery either by volumetric measurement of the containers from or into which delivery is made or by meter attached to the delivery equipment, at Seller's option. Said quantity shall be shown on delivery ticket issued by Seller covering such delivery, and shall be accepted as final by both parties.

7. DRUMS: All 30 and 55 gallon drums in which any products (except Acroma and Arbell oils) are delivered are, and shall remain, the property of Seller. A drum deposit of \$5.00 for each 30 gallon drum and \$6.00 for each 55 gallon drum, payable when invoiced, will be charged to Buyer for each such drum delivered. Such deposit shall be refunded or credited to Buyer, without interest, only if such drum is returned in good condition to Seller within 90 days after date of invoice at the place where delivery was made or at such other place as Seller may designate.

Four hundred pound, removable head, grease drums and 55 gallon drums in which Acroma and Arbell oils are delivered are furnished by Seller to Buyer, shall become the property of Buyer, and no drum deposit will be charged therefor.

8. PAYMENTS: Buyer shall make payments on terms satisfactory to Seller. If Buyer fails to do so, Seller may either terminate this agreement, or refuse further deliveries hereunder until such time as past due payments have been made.

9. FORCE MAJEURE: Seller shall not be liable in damages or otherwise when deliveries are prevented, delayed or otherwise affected, or changes in quality or discontinuance of any of its types or sizes of containers are necessitated, by or in connection with an embargo, order, requisition or request of any government or acting authority, Act of God, fire, storm, flood, earthquake, war, strike, industrial disturbance, accident, inability to secure supplies in the open market, failure or impairment of Seller's supplies or the facilities of production, transportation, manufacture or distribution regularly used in the ordinary course of Seller's business; joinder of Seller in any curtailment, rationing or proration program, whether voluntary or involuntary, or any other causes beyond Seller's control, whether or not similar to the causes enumerated herein. Buyer may purchase elsewhere, but without recourse to Seller, any product which Seller fails to deliver because of any such causes. Upon cessation of such causes, deliveries shall be resumed hereunder, but not beyond the period hereof, nor, except by mutual agreement, in any greater amounts than required to be delivered during the unexpired period of the contract, excluding amounts undelivered during the period Seller is excused from making deliveries. If any such causes hinder or delay Seller from making deliveries to all its customers, failure to make deliveries to Buyer, in whole or in part, while making deliveries to others, shall not be a violation of this contract, and Seller may apportion its available supply among its customers in such manner as it may determine.

10. WAIVER: The waiver of any breach of any of the provisions hereof shall not be deemed a waiver of any succeeding or other breach.

11. EXECUTION AND EFFECT: This contract supersedes all agreements of a prior date between the parties hereto or their predecessors in interest, relating to the subject matter hereof, and releases the parties from any and all past or future obligations, claims or liabilities thereunder, excepting only that Buyer agrees to pay Seller in accordance with its delivery tickets or statements rendered for all products delivered to Buyer thereunder. This contract shall not be assigned by Buyer, or by operation of law, without Seller's prior written consent. This contract contains the entire agreement between the parties, there being no oral promises, representations or warranties affecting it. Subject to the provisions of this Article, this contract shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns. This contract or any modification thereof shall not be binding upon Seller until signed on its behalf by its proper manager. Commencement of performance hereunder prior to signing as above stipulated in no case shall be construed as a waiver by Seller of this requirement.

12. Notwithstanding anything in this contract to the contrary, in the event that Seller herein, sells or transfers its marketing assets or marketing business in the State in which deliveries are made hereunder, or in which the property covered hereby is situated, this agreement may be assigned by Seller to such Purchaser or Transferee. If such assignee shall notify Buyer herein, in writing, that such assignee assumes all of Seller's obligations hereunder, then Seller herein, shall have no further liability hereunder as to any obligations arising after the effective date of such assignment or after the receipt of such notice by the Buyer herein, whichever shall last occur. Such notice shall be conclusively deemed to have been received when deposited in the United States mail, postage prepaid for certified or registered mail delivery, addressed to Buyer herein, at Buyer's last known address.

YOLO COUNTY
AGREEMENT NO. 66-9

12

THIS CONTRACT between STANDARD OIL COMPANY OF CALIFORNIA, WESTERN OPERATIONS, INC., (A DIVISION OF STANDARD OIL COMPANY OF CALIFORNIA), hereinafter called "Seller," and _____ hereinafter called "Buyer,"

Seller hereby sells to Buyer, and Buyer buys from Seller, Buyer's requirements of Seller's branded lubricating oils and greases used or bought to be used by Buyer at points in _____
County of Yolo

where Seller regularly maintains delivery service of the type required.

The period of this contract shall be for one year commencing February 1 Micro, 1966
and ending January 31, 1967.

Deliveries hereunder shall be made in Seller's customary manner on orders of Buyer, in fairly even monthly quantities.

It is agreed that the products to meet Buyer's said requirements shall be the regular commercial brands of lubricating oils and greases as marketed by Seller generally at time and place of delivery hereunder.

The prices which Buyer shall pay Seller for deliveries hereunder shall be as follows:

FILED
JAN 31 1966
LAURENCE R. HENIGAN, Clerk
By *State C. [Signature]*
Deputy

THE ADDITIONAL PROVISIONS PRINTED ON THE REVERSE SIDE HEREOF ARE HEREBY MADE A PART OF THIS CONTRACT
IN WITNESS WHEREOF the parties hereto have executed this contract in triplicate as of the 31st
day of MARCH, 1966. Michael

STANDARD OIL COMPANY OF CALIFORNIA
WESTERN OPERATIONS, INC. (A DIVISION OF
STANDARD OIL COMPANY OF CALIFORNIA), Seller.

By A. J. Spurr

PRINTED IN U.S.A.

By County of Yolo, Buyer.
By James M. Smith 1/31/66
CHAIRMAN, BOARD OF SUPERVISORS, S. 251 - L. GOV'T (CD. 10. 63)
COUNTY OF YOLO, STATE OF CALIFORNIA CANCEL 10.99

TERMS

1. Net cash at time of delivery, except at Seller's option. If at any time Buyer shall fail to make any payment due hereunder, such failure shall, at Seller's option, be deemed by Seller to be a breach of the entire contract and Seller may suspend deliveries until such payment has been made or may terminate this contract. No such suspension or termination shall however affect any obligation of Buyer hereunder.

FEDERAL TAX

2. The prices shown herein are exclusive of the Federal Tax on lubricating oils and taxable greases. duly executed exemption certificates, in a form satisfactory to Seller, shall be furnished by Buyer covering Federal Tax Exemption.

CHARGE OR TAX

3. Any tax, duty, toll, fee, impost, charge or other exaction, or the amount equivalent thereof, now or hereafter imposed, levied or assessed by any governmental authority upon, measured by, incident to or as a result of the transaction herein provided for or the transportation, production, manufacture, use or ownership of the goods the subject matter of this agreement, shall, if collectible or payable by Seller, be paid by Buyer on demand by Seller. Any such payments shall be in addition to the prices otherwise herein provided for.

SELLER'S RETURNABLE OR STEEL BARRELS

4. Should Seller be called upon hereunder to make deliveries in barrels to be furnished by Seller, the barrels so furnished shall be Seller's returnable steel barrels which will remain Seller's property and will be so designated. Seller's applicable deposit charge for each such barrel will be invoiced to Buyer at time of delivery. Such deposit will be payable in accordance with the terms established by Seller for the payment of merchandise, and will be held as security, without interest, to insure the return of such returnable steel barrels. All such deposit charges will be fully refunded to Buyer upon the return of Seller's barrels in good condition within six months; otherwise the deposit will be forfeited.

NON-RETURNABLE BARRELS

5. If, during the term of this contract, Seller markets any products covered herein in nonreturnable barrels, Seller shall have the right to make deliveries to Buyer of such products in nonreturnable barrels. The price for the products so marketed shall include the value of the container and the container shall become the property of Buyer. In such event, the price to Buyer for a product so delivered shall not exceed the returnable barrel price shown herein plus the difference between Seller's established price for such product at place of delivery in returnable and nonreturnable barrels on the date of change-over to the nonreturnable basis.

MAXIMUM QUANTITY

6. The maximum quantity delivered during the specified term shall not exceed Buyer's estimated requirements, as indicated herein, by more than ten (10) per cent, without the consent of Seller. The products to be delivered hereunder shall be for the use of Buyer and Buyer agrees not to resell said products or allow the same to be resold.

PREVENTION OF PERFORMANCE

7. There shall be no obligation to deliver or to receive or use the said products when and while, and to the extent that, the receiving or using, or manufacturing or making deliveries in the customary manner are prevented or hindered by act of God, fire, riot, labor disturbances, accident, war, acts of any government whether foreign or domestic, federal, state, county, or municipal, partial or total interruption or loss or shortage of transportation facilities or supplies, shortage of products deliverable hereunder due to shortage in the supply of available crude oil or natural gas, curtailment of business, or by other causes beyond the control of the parties, whether similar to the causes hereinbefore specified or not.

AMENDMENT OR CANCELLATION OF CONTRACT

8. If any law, federal, state or local, or any regulations or rules issued thereunder, or any action of any federal, state or local authority shall in the judgment of Seller, require any change in the prices, terms or conditions under which any of the products hereinabove referred to are sold by Seller, Seller may at any time, upon thirty (30) days' notice to the Buyer, change any price or prices, terms, or conditions of this contract to conform to such requirements. At any time within thirty (30) days after the receipt of such notice from the Seller, the Buyer may, at its option, cancel this contract as to any items affected; provided, however, that this paragraph shall not be applicable to the purchases previously made hereunder, but shall be applicable to any other, further or additional purchases made hereunder.

FREIGHT INCREASE OR DECREASE

9. The prices provided for deliveries hereunder shall be increased or decreased, at the option of Seller, in the amount of any increase or decrease in applicable freight rates.

BREACH OF CONTRACT

10. In the event of any breach by Buyer of any clause of this contract, Seller, at its option, may terminate this contract forthwith. The waiver by Seller of any breach of any provision hereof by Buyer shall not be deemed to be a waiver of the breach of any other provision or provisions hereof or of any subsequent or continuing breach of such provision or provisions.

FORMER CONTRACTS

11. This contract shall as of the commencement date hereof cancel and supersede all prior contracts between Seller and Buyer for the purchase and sale of the products named for use at the point or points mentioned, and shall cancel and supersede all other arrangements or understandings with regard to prices or differentials or relating to credits, bonuses, or concessions to be paid by Seller in connection with the purchase and sale of said products for use thereat.

ACCEPTANCE

12. The offer embodied in this contract is made conditional on acceptance by Buyer within fifteen (15) days from date hereof, and if not so accepted this contract shall be of no further force and effect.

INVOICES

13. Billings for deliveries hereunder will be in the name of Standard Oil Company of California, Western Operations, Inc.

Micro Fiched

KAISER FOUNDATION HEALTH PLAN, INC.A Nonprofit Corporation
Northern California RegionYOLO COUNTY
AGREEMENT NO. 66-10**GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT**

FACE SHEET

Micro Fiched

This Service Agreement, consisting of the attached Group Medical and Hospital Service Agreement and Benefit Schedules as supplemented by this Face Sheet, has been entered into between Kaiser Foundation Health Plan, Inc., a California non-profit corporation, and the group defined in Section 1-B below in order to provide eligible Subscribers and eligible Family Dependents electing to enroll hereunder with medical, surgical, hospital and related health care benefits as specified in the attached Benefit Schedules.

The following provisions supplement corresponding provisions of the attached Group Medical and Hospital Service Agreement.

Section 1. Definitions.

B. "Group" shall mean Yolo-County-Employees COUNTY OF YOLO,
a political subdivision of the State of California

Section 2. Eligibility and Enrollment.

A. (1). Subscribers must meet the following additional requirements: Must be actively
employed by Group a minimum of 20 hours per week, and eligible for
the Group contribution toward Health Plan dues.

A. (2). Family Dependents must meet the following additional requirements: ~~None~~ None
~~Subscribers must be under the age of 60 and must be married to a subscriber~~

Section 3. Relations Among Parties Affected by Agreement.

No supplemental provisions.

Section 4. Rates and Payment.

A. The initial enrollment charge shall be none.

B. The periodic payment schedule is as follows:

Subscriber only	\$ <u>7.96</u>
Subscriber and one dependent	\$ <u>15.90</u>
Subscriber and two or more dependents	\$ <u>22.70</u>
Composite rate per Subscriber	\$ <u>-</u>

Additional periodic payment:

Subscriber age <u>65</u> or over	\$ <u>1.80</u>
Dependent age <u>65</u> or over	\$ <u>1.80</u>

FILED

JAN 31 1966

LAURENCE P. HENIGAN, Clerk

By [Signature] Deputy

Micro Fiched

Section 5. Services and Benefits.

A. Within the Northern California Service Area the Benefit Schedule or Schedules applicable under this Agreement are as follows:

For Subscribers, Benefit Schedule ONE B

For Dependents, Benefit Schedule ONE B

Section 6. Exclusions and Limitations.

B. (7). Benefits for pre-existing conditions are those specified in the following schedules: Micro Filled

For Subscribers, Benefit Schedule ONE -

For Dependents, Benefit Schedule ONE -

Does not apply.

Section 7. Conversion and Transfer.

No supplemental provisions.

Section 8. Term and Termination.

No supplemental provisions.

Section 9. Amendment.

This Agreement, including the attached schedules and addenda, may be amended by Health Plan at any time with respect to any matter other than rates, by mutual agreement between Health Plan and Group. Health Plan may amend this Agreement with respect to any matter, including rates, effective as of any anniversary date by written notice to Group at least sixty (60) days prior to the anniversary date. All such amendments shall be deemed accepted by Group unless Group gives Health Plan written notice of non-acceptance at least thirty (30) days prior to the anniversary date, in which event this Agreement shall terminate in accordance with Section 8-D effective on the anniversary date.

Section 10. Miscellaneous Provisions.

E. The address of Group is Yolo County Court House
Attention: Auditor's Office
Woodland, California

Executed at Oakland, California, January 18, 19 66, to take effect as of

February 1, 19 66.

Micro Filled

Accepted January 31, 19 66

KAISER FOUNDATION HEALTH PLAN, INC.,
A California nonprofit corporation

~~YOLO COUNTY EMPLOYEES~~
~~COUNTY OF YOLO~~

By _____

By Walter E. Eggle

By 1/31/66

Authorized Representative
Northern California Region

It is agreed that after June 30, 1966, this Service Agreement shall not apply to persons who have then attained or thereafter attain their 65th birthday and who are eligible for benefits under the Health Insurance for the Aged Act. Health Plan and Group anticipate that on July 1, 1966, benefit and rate adjustments required to coordinate with benefits under the Health Insurance for the Aged Act will take effect.

KAISER FOUNDATION HEALTH PLAN, INC.

A NONPROFIT CORPORATION
NORTHERN CALIFORNIA REGION

GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT

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INTRODUCTION

Health Plan, in consideration of the periodic payments to be paid to Health Plan by Group and in consideration of the supplemental charges to be paid by or on behalf of Members, agrees to arrange Medical and Hospital Services and other benefits during the term of this Service Agreement, subject, however, to all terms and conditions of this Service Agreement and the attached Benefit Schedules.

Interpretation of Agreement. In order to provide the advantages of integrated medical and hospital facilities and of group medical practice, Health Plan operates on a direct-service rather than indemnity basis. The interpretation of this Agreement shall be guided by the direct-service nature of the Health Plan program.

1. DEFINITIONS

As used in this Medical and Hospital Service Agreement and all schedules or addenda hereto (except as otherwise expressly provided or made necessary by the context):

A. "Health Plan" shall mean Kaiser Foundation Health Plan, Inc., a nonprofit corporation organized for the primary purpose of arranging for Medical and Hospital Services; "Northern California Region" shall mean that division of Health Plan which operates in the San Francisco Bay Area.

B. "Group" is defined in Section I-B of the Face Sheet.

C. "Subscriber" shall mean a person who meets all applicable eligibility requirements of Section 2 and enrolls hereunder, and for whom the prepayment required by Section 4 has been actually received by Health Plan.

D. "Family Dependent" shall mean any member of a Subscriber's family residing in the Subscriber's household who meets all applicable eligibility requirements of Section 2 and is enrolled hereunder and for whom the prepayment required by Section 4 has been actually received by Health Plan.

E. "Member" shall mean any Subscriber or Family Dependent.

F. "Medical Group" shall mean The Permanente Medical Group, a partnership of physicians.

G. "Physician" shall mean any doctor of medicine associated with or engaged by Medical Group. "Attending Physician" shall mean the Physician primarily responsible for the care of a Member with respect to any particular injury or illness.

H. "Hospital" shall mean any hospital in Health Plan's Northern California Region with which Health Plan maintains contractual arrangements for Hospital Services. A current list of such Hospitals may be obtained from any Health Plan office.

I. "Medical Office" shall mean any outpatient treatment facility in Health Plan's Northern California Region which is staffed by Medical Group. A current list of such Medical Offices may be obtained from any Health Plan office.

K. "Medical Services" shall (except as expressly limited or excluded by this Agreement) mean those professional services of physicians and sur-

geons, and para-medical personnel, including medical, surgical, diagnostic, therapeutic and preventive services, (i) which are generally and customarily provided in the San Francisco Bay Area, and (ii) which are performed, prescribed, or directed by Physicians.

L. "Hospital Services" shall (except as expressly limited or excluded by this Agreement) mean those services for registered bed patients which are (i) generally and customarily provided by acute general hospitals in the San Francisco Bay Area, and (ii) which are prescribed, directed or authorized by a Physician.

M. "Prevailing Rates" shall mean the rates generally prevailing in the San Francisco Bay Area for hospital, medical and related services.

N. "Health Plan Rates" shall mean the rates set forth in the Schedule of Supplemental Charges maintained at Hospitals and Medical Offices. Such rates are maintained at approximately 50% of Prevailing Rates for similar services. Said Schedule of Supplemental Charges may be revised without notice from time to time.

O. "Service Area" shall mean that geographical area within the nine San Francisco Bay Area counties (Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma) lying within a radius of thirty miles of any Hospital or Medical Office.

P. "House Call Service Area" shall mean that geographical area surrounding each Hospital and Medical Office within which house calls are rendered under this Agreement. Such areas may be revised without notice from time to time. A current definition of each House Call Service Area may be obtained at the Hospital or Medical Office upon which such House Call Service Area is based.

Q. "Pre-existing Condition" shall mean any injury, illness or condition existing, contracted or sustained prior to the commencement of a person's current term of uninterrupted Health Plan membership, and includes any recurrence or complication of any such injury, illness or condition. Congenital conditions are considered Pre-existing Conditions.

2. ELIGIBILITY AND ENROLLMENT

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A. **ELIGIBILITY OF INDIVIDUALS.** Individuals will be accepted for enrollment hereunder only upon meeting all applicable requirements set forth below.

(1) **Subscribers.** To be eligible to enroll as a Subscriber a person must be either (a) an actual and bona fide member of Group or (b) entitled under the trust agreement, employment contract or other established standard of Group, on his own behalf and not by virtue of dependency status, to participate in medical and hospital care benefits established by Group.

Subscribers must meet the additional requirements specified in Section 2-A (1) of the Face Sheet.

(2) **Family Dependents.** To be eligible to enroll as a Family Dependent a person must be either (a) the spouse of the Subscriber or (b) a dependent unmarried child under the age of 19 of either the Subscriber or his spouse. Foster children entirely supported by the Subscriber and his spouse and legally adopted children of either, as well as natural children, are included. Newborn children will be treated as Family Dependents from birth if promptly enrolled by a parent.

Family Dependents must meet the additional requirements specified

in Section 2-A (2) of the Face Sheet.

(3) **Membership Previously Terminated.** No person is eligible to enroll hereunder who has had Health Plan coverage terminated for cause under Section 8-B of this or any other Health Plan Medical and Hospital Service Agreement.

(4) **Change of Group Eligibility Rules.** The composition of Group and requirements determining eligibility for membership in Group and for participation in medical and hospital care benefits arranged by Group are considerations material to the execution of this Agreement by Health Plan; during the term of this Agreement no change in Group's eligibility or participation requirements shall be permitted to affect eligibility or enrollment under this Agreement in any manner deemed adverse by Health Plan unless such change is effected by mutual agreement with Health Plan.

B. **ENROLLMENT.** While enrollment is open for Group, Subscribers and Family Dependents who meet the requirements of Section 2-A may enroll hereunder by submitting complete applications on forms provided by Health Plan.

3. RELATIONS AMONG PARTIES AFFECTED BY AGREEMENT

The relationship between Health Plan and Medical Group and between Health Plan and Hospitals is an independent contract relationship. Physicians and Hospitals are not agents or employees of Health Plan, nor is Health Plan, nor any employee of Health Plan, an employee or agent of Hospitals or Medical Group.

Physicians maintain the physician-patient relationship with Members and are solely responsible to Members for all Medical Services. Hospitals maintain the hospital-patient relationship with Members and are solely responsible to Members for all Hospital Services.

Information from medical records of Members and information

received by Physicians or Hospitals incident to the physician-patient or hospital-patient relationship is kept confidential, and, except for use necessary to bona fide medical research and education or reasonably necessary in connection with the administration of this Agreement, is not disclosed without the consent of the Member.

Neither Group nor any Member is the agent or representative of Health Plan, and neither shall be liable for any acts or omissions of Health Plan, its agents or employees, or of Medical Group, any Physician, or Hospital, or any other person or organization with which Health Plan has made or hereafter shall make arrangements for the performance of services under this Agreement.

4. RATES AND PAYMENT

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Payment for Health Plan coverage shall be made as follows:

A. INITIAL ENROLLMENT. Along with each initial application for enrollment the prospective Subscriber or Group shall remit to Health Plan the amount specified in Section 4-A of the Face Sheet to cover enrollment of the Subscriber and his Family Dependents.

B. PERIODIC PAYMENT SCHEDULE. Group shall remit to Health Plan on behalf of each Subscriber and his Family Dependents the amounts specified in Section 4-B of the Face Sheet for each month on or before the last day of the preceding month. Only Members for whom the stipulated payment is actually received by Health Plan shall be entitled to Medical and Hospital Services hereunder and then only for the period for which such payment is received.

If any payment required above is not timely paid by or on behalf of any Member, all rights of such Member hereunder shall terminate and may be reinstated only by renewed application and re-enrollment in accordance with all requirements of this Agreement.

C. SUPPLEMENTAL CHARGES. In addition, Members shall pay or arrange for payment of applicable supplemental charges as provided in the accompanying Schedules of Medical and Hospital Services, and in case of failure to do so, the Members' rights may be terminated on fifteen (15) days' notice and may be reinstated only by renewed application and re-enrollment in accordance with all requirements of this Agreement.

5. SERVICES AND BENEFITS

Subject to all terms and provisions of this Agreement, Members shall be entitled to receive services and other benefits as follows:

A. WITHIN NORTHERN CALIFORNIA SERVICE AREA. Within the defined Service Area in Northern California, Subscribers and Dependents are entitled to receive the services and other benefits specified in the benefit schedules described in Section 5-A of the Face Sheet; all as provided, prescribed, or directed by Physicians. Within this Area, Medical and Hospital Services are available only from Medical Group and Hospitals, and neither Health Plan, Hospitals nor Medical Group shall have any liability or obligation whatsoever on account of any service or benefit sought or received by any Member from any other doctor or hospital, or other

person, institution or organization, unless prior special arrangements are made by a Physician and confirmed by written referral from Medical Group.

B. OUTSIDE NORTHERN CALIFORNIA SERVICE AREA. Members regularly residing in the Northern California Service Area while temporarily away from home and outside the Northern California Service Area may receive additional benefits specified in Schedule TWO as therein defined and limited.

6. EXCLUSIONS AND LIMITATIONS

Health Plan operates on a direct-service basis to make available Medical and Hospital Services and related benefits in the manner which appears most advantageous to most Members. The general objective of Health Plan coverage is to provide necessary hospital and medical care:

Within the scope of the general public's willingness and ability to prepay;

Without duplicating care financed by other sources; and

Without devoting excessive resources to costly specialized facilities.

Moreover, Medical and Hospital Services available under this Agreement may be limited by the nature and capacity of Hospital and Medical Group facilities and personnel.

Accordingly, the following exclusions and limitations are established:

A. EXCLUSIONS. All services for conditions within any of the following classifications are excluded from the coverage of this Agreement:

(1) **Psychiatric Conditions.** Psychiatric care, including any treatment for insanity, mental illness or disorders, alcoholism, drug addiction.

(2) **Self-Inflicted or Self-Induced Injuries.** Conditions, and any complications thereof, resulting from attempts at suicide or other intentionally self-inflicted or self-induced injuries or illnesses.

(3) **Employer or Governmental Responsibility.** Illnesses, injuries or conditions covered by services or indemnification or reimbursement available either:

a. Pursuant to any federal, state, county or municipal workmen's compensation or employer's liability law or other legislation of similar purpose or import; or

b. From any federal, state, county, municipal or other governmental agency, including in the case of service-connected disabilities, the Veterans' Administration.

In case of reasonable doubt as to whether a Member should receive benefits under this Agreement or from any such source, if the Member seeks diligently to establish his rights to benefits from such other source, services will be furnished under this Agreement; provided, however, that the value of such services, at Prevailing Rates, shall be recoverable by Health Plan or its nominee from such other source, or from the Member, if and to the extent it is determined that monetary benefits should have been provided by such other source.

(4) **Custodial, Domiciliary, or Convalescent Care.** Custodial care, domiciliary care or convalescent care for which, in the judgment of the Attending Physician, the facilities and services of an acute general hospital and not medically required.

(5) **Cosmetic Surgery and Dentistry.** Conditions for which plastic surgery is indicated primarily for cosmetic purposes. Dental care and dental X-rays.

(6) **Tuberculosis and Poliomyelitis.** Tuberculosis after diagnosis and acute or contagious poliomyelitis after diagnosis and their complications.

B. LIMITATIONS. The rights of Members and obligations of Health Plan, Hospitals and Medical Group hereunder are subject to the following limitations:

(1) **Major Disaster or Epidemic.** In the event of any major disaster or epidemic, Physicians and Hospital shall render Medical and Hospital Services insofar as practical, according to their best judgment, within the limitations of such facilities and personnel as are then available, but neither Health Plan, Hospitals nor Medical Group shall have any liability or obligation for delay or failure to provide Medical and Hospital Services due to lack of available facilities or personnel if such lack is the result of such disaster or epidemic.

(2) **Circumstances Beyond Health Plan's Control.** In the event that, due to circumstances not reasonably within the control of Health Plan, such as complete or partial destruction of facilities, war, riot, civil insurrection, labor disputes, disabling of a significant part of Hospital or Medical Group personnel, or similar causes, the rendition of Medical or Hospital Services hereunder is delayed or rendered impractical, neither Health Plan, Hospitals, Medical Group nor any Physician shall have any liability or obligation on account of such delay or such failure to provide services.

(3) **Corrective Appliances and Artificial Aids.** Artificial aids, such as crutches or canes, and corrective appliances, such as braces, prosthetic devices, hearing aids, corrective lenses and eyeglasses, are not provided under this Agreement, but Health Plan will attempt to make arrange-

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KAISER FOUNDATION HEALTH PLAN, INC.

A Nonprofit Corporation
Northern California Region

AMENDMENT I TO GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT

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Subsection O of Section 1. DEFINITIONS, is amended as follows.

1. DEFINITIONS

O. "Service Area" shall mean that geographical area within the sixteen Northern California counties (Alameda, Amador, Contra Costa, El Dorado, Marin, Napa, Placer, Sacramento, San Francisco, San Mateo, Santa Clara, Solano, Sonoma, Sutter, Yolo and Yuba) lying within a radius of thirty miles of any Hospital or Medical Office.

May 1, 1965

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KAISER FOUNDATION HEALTH PLAN, INC.

A Nonprofit Corporation
Northern California Region

AMENDMENT II TO GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT

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Effective July 1, 1965, in the case of any Pre-Existing Condition, Members are entitled to the same benefits upon the same conditions as are otherwise specified in the applicable Benefit Schedule. Therefore, the Group Medical and Hospital Service Agreement and the applicable Benefit Schedule or Schedules are amended as follows:

A. Group Medical and Hospital Service Agreement

1. Section 1-Q, Pre-Existing Condition, is deleted.
2. Section 6-B, the limitation on Pre-Existing Conditions is deleted.

B. Applicable Benefit Schedule or Schedules

Section H. PRE-EXISTING CONDITIONS, is deleted.

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KAISER FOUNDATION HEALTH PLAN, INC.

NORTHERN CALIFORNIA REGION

SCHEDULE ONE-B MEDICAL AND HOSPITAL SERVICES

GROUP MEMBERSHIP, B COVERAGE

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Subject to all terms, conditions and definitions in the foregoing Service Agreement, Members holding "B" coverage are entitled to receive the Medical and Hospital Services and other benefits set forth in this Schedule, upon payment of specified supplemental charges. These services and benefits are available only in the Northern California Service Area and only if and to the extent that they are (1) provided, prescribed or directed by a Physician, and (2) requested and, except for house calls pursuant to Section C, contagious disease benefits pursuant to Section K, and special benefits under Section M, received at a Hospital or Medical Office, all as defined in Section 1 of the Service Agreement.

For services and other benefits available outside the Northern California Service Area, see Schedule TWO.

A. MEDICAL CARE IN HOSPITAL AND OFFICE

1. **CARE WHILE HOSPITALIZED.** All services of Physicians and para-medical personnel as requested or directed by the Attending Physician, including operations, other surgical procedures, anesthesia, consultation with and treatment by specialists, laboratory and X-ray services as specified in Section D, and physical therapy as specified in Section E-1, are provided without charge while the Member is admitted to a Hospital as a registered bed patient.

2. CARE IN MEDICAL OFFICES OR EMERGENCY DEPARTMENTS.

a. **Diagnosis and Treatment.** All services of Physicians and para-medical personnel, as requested or directed by the Attending Physician, including surgical procedures, eye examinations for glasses, and consultation with and treatment by specialists, are provided at Medical Offices and Hospital emergency departments upon payment of a \$1.00 registration charge per visit.

b. **Preventive Services.** In addition to diagnosis and treatment, Physicians' services for health maintenance, including physical check-ups and other preventive medical services, are provided upon payment of a \$1.00 registration charge per visit. X-ray and laboratory examinations in conjunction with physical check-ups are provided pursuant to Section D.

Physical examinations required for obtaining or continuing employment or governmental licensing are not provided under Health Plan coverage.

B. HOSPITAL CARE.

For each injury or illness requiring hospitalization, including its recurrences and complications, 111 days of prescribed hospital care will be provided during each calendar year without charge. Hospital care includes room and board and general nursing care while the patient is admitted to the Hospital as a registered bed patient, and the following additional facilities, services and supplies as prescribed: use of operating room, private room, intensive care room and related hospital services; special diet, special-duty nursing, and medications and supplies as specified in Section F. Prescribed blood transfusions are provided without charge if blood is replaced at a Medical Group Blood Bank. If blood is replaced at any other blood bank, the Member is responsible for the applicable processing charge. Prevailing Rates will be charged if blood is not replaced. (A blood transfusion program is available to satisfy blood replacement obligations for Members desiring to make periodic blood contributions.)

C. HOUSE CALLS FOR EMERGENCIES OR ACUTE CONDITIONS.

All necessary house calls by Physicians for emergencies or acute conditions, and by visiting nurses when prescribed by a Physician, are provided within House Call Service Areas. For Physicians' house calls, payment in accordance with the following schedule is required:

Calls requested or made between 9 A.M. and 5 P.M. \$3.50 per call

Calls requested and made between 5 P.M. and 9 A.M. \$5.00 per call

An additional charge of \$2.00 will be made for each additional Member who requires attention at the same household.

No charge is made for prescribed calls by visiting nurses.

If, in the Physician's judgment, more than two house calls are required during a particular episode of treatment on account of an emergency or acute condition, no further payment for house calls is required after the second house call.

D. X-RAY AND LABORATORY.

All prescribed X-ray and laboratory tests and services, including diagnostic X-rays, X-ray therapy, fluoroscopy, electrocardiograms, metabolism, blood and urine and other laboratory tests, and diagnostic clinical isotope services, are provided without charge.

E. PHYSICAL THERAPY AND NEUROMUSCULAR REHABILITATION.

1. **PHYSICAL THERAPY.** Prescribed physical therapy will be provided upon payment of a \$1.00 registration charge per visit. Physical therapy prescribed hereunder is limited to conditions which, in the judgment of the Attending Physician, are subject to significant improvement through relatively short-term therapy.

2. **NEUROMUSCULAR REHABILITATION.** More extensive specialized physical medicine and rehabilitation services, including physical therapy, provided at the Kaiser Foundation Rehabilitation Center in Vallejo, are available to Members at Health Plan Rates if the Attending Physician and the Kaiser Foundation Rehabilitation Center medical staff, after consultation, are of the opinion that the Member is apt to derive substantial benefits from a course of treatment of limited duration at the Rehabilitation Center. Hospitalization at the Kaiser Foundation Rehabilitation Center primarily for purposes of Neuromuscular Rehabilitation will be provided at Health Plan Rates.

F. PRESCRIBED MEDICATIONS.

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A reasonable charge is made for medications, for injectables, for radioactive materials used for therapeutic purposes, for allergy test and treatment materials, and for supplies furnished to outpatients at Medical Offices, at Hospital emergency departments, or on house calls. A moderate charge may be made for administration of medications supplied by the patient.

During the 111-day period of prepaid hospitalization specified in Section B of this Schedule, all prescribed medications, injectables, radioactive materials used for therapeutic purposes, allergy materials and supplies are provided without charge.

Prescribed dressings and casts are provided without charge to Members at Hospitals, Medical Offices or on House Calls.

G. EMERGENCY AMBULANCE SERVICE.

Necessary ambulance service will be provided without charge within the Service Area if such service is ordered or approved by a Physician.

H. PRE-EXISTING CONDITIONS.

In the case of any Pre-existing Condition, Members are entitled to the same benefits upon the same conditions as are otherwise specified in this Schedule, subject, however, to the following provisions:

1. **NO ADDITIONAL PAYMENT.** Services of Physicians and paramedical personnel as specified in Sections A and C are furnished on payment of supplemental charges as provided in said Sections.

2. **HEALTH PLAN RATES.** All other benefits listed in Sections B through E except prescribed special-duty nursing and blood transfusions are provided upon payment of Health Plan Rates. Prescribed items as specified in Section F are provided at reasonable rates to both outpatients and hospitalized patients.

3. **PREVAILING RATES.** Special-duty nursing is provided at Prevailing Rates.

4. **BLOOD TRANSFUSIONS.** Prescribed blood transfusions are provided on the same basis and subject to the same charges as specified in Section B.

J. OBSTETRICAL CARE.

Full obstetrical care, after pregnancy is confirmed, including all applicable benefits set forth above, is provided upon payment of \$60.00 if confinement is due after ten months' continuous membership, or upon payment of \$140.00 if confinement is due before ten months' continuous membership. The supplemental charges specified in Section A of this Schedule will not be made for obstetrical care.

Obstetrical care includes the following services for the mother before and during confinement and during the post partum period: Hospital care, including use of delivery room; all services of Physicians including operations and special procedures such as Caesarean sections if necessary; anesthesia; medications, including injectables; X-ray and laboratory services as required for conditions relating to pregnancy.

Outpatient medications, including injectables, are subject to a reasonable charge.

Care for the newborn child is provided during the mother's confinement.

INTERRUPTED PREGNANCY. If care is required for interrupted pregnancy, Prevailing Rates shall be charged for all services rendered, but payment required hereunder shall not exceed two-thirds of the payment above specified for full obstetrical care.

INFERTILITY STUDIES. If requested by a Member, an infertility study series will be conducted under the direction of a Physician upon payment of a reasonable charge for the tests.

K. CONTAGIOUS DISEASES.

Diagnostic services and house calls are provided for contagious diseases; however, house calls are not provided for tuberculous or acute or contagious poliomyelitis after diagnosis. Hospitalization will be provided if a Member is hospitalized at the direction of a Physician for treatment of a contagious disease in a Hospital.

In the case of contagious diseases, other than tuberculosis or acute or contagious poliomyelitis, for which isolation facilities or techniques are either required by Public Health authorities or medically recommended, and which, in the judgment of the Attending Physician, require hospital care, a Member, who is admitted at the direction of his Attending Physician to a hospital which does not contract with Health Plan, for treatment of such a contagious disease, will be reimbursed up to an aggregate maximum of \$300.00 on account of expenses actually incurred by such Member for hospital and medical services. A current list of such contagious diseases may be obtained from any Health Plan office upon request.

A portion of the \$300.00 allowance may be applied toward the cost of necessary ambulance service to a hospital which does not contract with Health Plan if such service is ordered by a Physician.

All benefits for treatment of contagious diseases are subject to all the terms and conditions contained in this Benefit Schedule, including supplemental charges.

L. POST-POLIO REHABILITATIVE CARE.

If ordered by the Attending Physician, post-polio rehabilitation, following the contagious and acute stage, provided at the Kaiser Foundation Rehabilitation Center in Vallejo, including hospitalization, if necessary, and incidental Hospital and Medical Services as medically indicated, is furnished to Members without charge under these circumstances:

1. This benefit is limited to persons who (a) contracted poliomyelitis after March 31, 1954, (b) were Members prior to contracting poliomyelitis, and (c) have maintained continuous membership.

2. Rehabilitative care under this benefit is limited to the lesser of (a) a maximum period of one year or (b) a maximum value of \$2,500 computed at Prevailing Rates for all services rendered.

M. PAYMENT IN LIEU OF SERVICE BENEFITS.

If, in the professional judgment of Medical Group, a Member requires Medical or Hospital Services included in the coverage of this Service Agreement which require skills not available within Medical Group or facilities not available in Hospitals and Medical Offices, and Medical Group determines that it would be in the best interests of the Member to obtain care from another source in the community, then, upon written referral by Medical Group, payment, in lieu of service benefits hereunder, will be made for prescribed services within the coverage of this Agreement subject to the following limits: Medical Services will be reimbursed under the California Medical Association's Relative Value Study, Third Edition, using a unit value of \$400. Charges for Hospital Services will be reimbursed in accordance with the benefits to which the Member would be entitled at a contracting Hospital.

ments whereby such aids and appliances may be obtained at reasonable rates, services necessary to determine the need therefor will be provided.

(4) **Injuries Caused By Third Parties.** In case of injuries caused by any act or omission of a third party, and complications incident thereto, services and other benefits requested hereunder will be furnished but will be charged at Prevailing Rates. However, the Member shall not be required to pay any amount in excess of the total amount collected on account of the injury.

(5) **Contagious Diseases.** Services are provided for contagious diseases

other than tuberculosis and acute or contagious poliomyelitis, only in accordance with Section K of the benefit schedules described in Section 5-A.

(6) **Rehabilitation.** Neuromuscular rehabilitation and postpolio rehabilitation are excluded except as specifically provided in Section E-2 and Section L of the benefit schedules described in Section 5-A.

(7) **Pre-existing Conditions.** Services are provided for Pre-existing Conditions only in accordance with Section H of the benefit schedules described in Section 6-B (7) of the Face Sheet.

7. CONVERSION AND TRANSFER

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A. CONVERSION TO INDIVIDUAL ENROLLMENT. If any person who has been a bona fide Member under this Agreement for at least ninety (90) days shall cease to be qualified to continue as a Member for any reason other than:

(1) Nonpayment of applicable charges or

(2) Termination of Membership rights pursuant to Section 8;

Then said person may, within thirty (30) days after termination of rights under this Agreement, convert his membership to such classification of Health Plan individual coverage as may be in effect at the time of his application for conversion.

B. TRANSFER OF RESIDENCE. Members who transfer their residence from the Northern California Region to any geographical area not served by Health Plan may, if they so desire, continue their Health Plan coverage by paying applicable charges. However, the only benefits provided outside of Health Plan service areas are those specified in Schedule TWO, Section

B. For service benefits under Schedule ONE or Schedule TWO, Section A, the Member must return to the defined Service Area in Northern California or to another Health Plan service area identified in Schedule TWO, Section A.

Members who transfer their residence to another Health Plan Region must promptly apply to a Health Plan office in such Region for transfer of their membership. Acceptance of transfer applications is discretionary with Health Plan management in the Region to which transfer is sought; ordinarily, a person who has been a bona fide member in one Region for at least one year will be accepted for transfer.

No right to service benefits under Schedule TWO, Section A, shall exist in another Health Plan service area after a Member has lived in the vicinity of such service area more than 90 days, unless the Member, by prior application to Health Plan, demonstrates special circumstances under which a longer period is "temporary" and the Member's continuing status of temporary residence is confirmed in writing by Health Plan.

8. TERM AND TERMINATION

This agreement shall continue in effect for one year from the effective date hereof and from year to year thereafter, subject to:

A. TERMINATION ON NOTICE. Termination by either party by giving written notice to the other party at least thirty (30) days prior to the anniversary date.

B. INDIVIDUAL TERMINATION FOR CAUSE. In the event that Hospitals or Medical Group shall, after reasonable efforts to establish and maintain satisfactory hospital-patient or physician-patient relationships with any Member, be unable to do so, then the rights of such Member and other Members of his family under this Agreement may be terminated on not less than fifteen (15) days' written notice to Subscriber. At the effective date of such termination, prepayments received on account of such terminated Member or Members applicable to periods after the effective date of termination shall be refunded, and Health Plan shall have no further liability or responsibility under this Agreement.

C. TERMINATION BY HEALTH PLAN—HOSPITAL AND OBSTETRICAL BENEFITS. In the event that Health Plan terminates this Agreement pursuant to Section 8-A, any Member who is a registered bed patient in a Hospital at the effective date of termination shall receive these benefits; all benefits otherwise available hereunder to hospitalized patients, for the condition under treatment, during the remainder of that particular episode of hospitalization, until either (1) the expiration of such benefits, or (2) termination by the Attending Physician that hospitalization is no longer

medically indicated, whichever shall first occur. In maternity cases under care at the effective date of termination Health Plan may either, at its election (a) continue obstetrical care only, through confinement and discharge, subject to payment of applicable supplemental charges, or (b) convert the Member from group to individual membership. Except as expressly provided in this Section, all rights to benefits shall cease as of the effective date of termination.

D. TERMINATION BY GROUP. In the event that Group terminates this Agreement pursuant to Section 8-A, then all rights to benefits shall cease as of the effective date of termination. Health Plan will cooperate with Group in attempting to work out equitable arrangements for continuing care of Members who are hospitalized at the termination date.

E. DISCONTINUANCE OF HEALTH PLAN OPERATIONS. If, due to circumstances beyond Health Plan's control, it shall become impractical, in the judgment of Health Plan's Board of Directors, to continue the operation of Health Plan within the Service Area, then Health Plan may terminate this Agreement at any time on thirty (30) days' written notice to Group, and neither Health Plan, Hospitals nor Medical Group shall have any further liability or responsibility by reason of or pursuant to this Agreement after the effective date of such termination.

9. AMENDMENT

This Agreement, including the attached schedules and addenda, may be amended by Health Plan pursuant to Section 9 of the Face Sheet.

10. MISCELLANEOUS PROVISIONS

A. ACCEPTANCE OF AGREEMENT. Group may accept this Agreement either by execution of the acceptance provided on the Face Sheet or by making payments to Health Plan pursuant to Section 4-B hereof, and such acceptance shall render all terms and provisions hereof binding on Health Plan and Group.

B. AGREEMENT BINDING ON MEMBERS. By this Agreement, Group makes Health Plan coverage available to persons who are eligible under Section 2; however, this Agreement shall be subject to amendment, modification or termination in accordance with any provision hereof or by mutual agreement between Health Plan and Group without the consent or concurrence of the Members. By electing medical and hospital coverage pursuant to this Agreement, or accepting benefits hereunder, all Members capable of contracting, and the legal representatives of all Members incapable of contracting, agree to all terms, conditions and provisions hereof.

C. APPLICATIONS, STATEMENTS, ETC. Members or applicants for membership shall complete and submit to Health Plan such applications, medical review questionnaires, or other forms or statements as Health Plan may reasonably request; Members warrant that all information contained in such applications, questionnaires, forms or statements submitted to Health Plan incident to enrollment under this Agreement or the administration hereof shall be true, correct and complete, and all rights to benefits hereunder are subject to the condition that all such information shall be true, correct and complete.

D. IDENTIFICATION CARDS. Cards issued by Health Plan to Members pursuant to this Agreement are for identification only. Possession of a Health Plan identification card confers no right to services or other benefits under this Agreement. To be entitled to such services or benefits the holder of the card must, in fact, be a Member on whose behalf all applicable charges under this Agreement have actually been paid. Any person receiving services or other benefits to which he is not then entitled pursuant to the provisions of this Agreement shall be chargeable therefor at Prevailing Rates. If any Member permits the use of his Health Plan identification card by any other person, such card may be retained by Health Plan, and all rights of such Member pursuant to this Agreement shall be immediately terminable at the will of Health Plan.

E. NOTICES. Any notice under this Agreement may be given by United States Mail, postage prepaid, addressed as follows:

If to Health Plan: Kaiser Foundation Health Plan, Inc.
P.O. Box 116
Oakland, California 94604

If to a Member: To the latest address provided for the Member on enrollment or to the latest address of address forms actually delivered to Health Plan.

If to Group: To the address indicated in Section 10-E of the Face Sheet.

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SCHEDULE TWO—BENEFITS FOR SUBSCRIBERS AND FAMILY DEPENDENTS OUTSIDE THE NORTHERN CALIFORNIA SERVICE AREA

This Schedule TWO supplements Schedule ONE and specifies the benefits available to Health Plan Members outside the Northern California Service Area.

These benefits are added to assist a Member who sustains accidental injury or becomes ill while temporarily away from his regular residence and from the Health Plan Service Area in Northern California. Accordingly, such benefits are limited to emergencies or other circumstances in which care is required immediately and unexpectedly; elective care or care required as a result of circumstances which could reasonably have been foreseen prior to departure from the Northern California Region is not covered.

A. SERVICE BENEFITS IN OTHER HEALTH PLAN SERVICE AREAS

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Health Plan, either directly or through an affiliated corporation, conducts direct-service hospital and medical care programs in the Greater Los Angeles Area in California, on the Island of Oahu, Hawaii, and in Portland, Oregon and vicinity. Members regularly residing in the Northern California Region, while temporarily in another Health Plan service area, may receive hospital and medical services for emergency or other non-elective medical care requirements. To obtain such services Members must apply to a hospital or medical office, within such service area, which is covered by a contractual arrangement maintained by Health Plan for

hospital or medical services and must pay applicable supplemental charges.

Services and supplemental charges shall be those prevailing in such service area for the Health Plan coverage generally provided within the service area which is most nearly comparable to the Member's coverage in the Northern California Region.

A description of such other service areas and a list of contracting hospital and medical office facilities located therein may be obtained at any Health Plan office in the Northern California Region upon request.

B. ADDITIONAL BENEFITS OUTSIDE THE NORTHERN CALIFORNIA SERVICE AREA

Subject to all the terms and conditions of the foregoing Service Agreement as modified and supplemented by this Schedule TWO, a Member is entitled to monetary benefits as provided in, and subject to the limitations of, this Section B.

1. **Accidental Injury Outside Northern California Service Area.** If a Member, while outside the Northern California Service Area, is accidentally injured and receives emergency treatment, Health Plan shall, subject to the limitations hereafter set forth, pay such Member up to an aggregate maximum of \$500.00 on account of expenses actually incurred by such Member for:

- emergency medical services;
- emergency hospital services;
- emergency ambulance service.

2. **Emergency Illness Outside Northern California Service Area.** If a Member becomes ill and requires emergency hospitalization while temporarily more than thirty miles from his regular place of residence and outside the Northern California Service Area, Health Plan shall, subject to the limitations hereafter set forth, pay such Member up to an aggregate maximum of \$500.00 on account of expenses actually incurred by such Member for:

- hospital services received as a registered bed patient in a general hospital;
- medical services received as a registered bed patient in a general hospital;
- emergency ambulance service.

Obstetrical Cases. Payment as outlined above will be made on account of emergency hospitalization required as a result of complications of pregnancy but not for normal delivery. Any unpaid portion of the supplemental charge specified in Schedule ONE, Section I, will be offset against amounts otherwise payable hereunder.

3. **Continuing or Follow-up Treatment.** Monetary payment on account of accidental injury or emergency illness is limited to emergency care required before the Member can, without medically harmful or injurious consequences, return to the Northern California Service Area or a Hospital or Medical Office in the nearest Service Area. Benefits for continuing or follow-up treatment are provided only at an appropriate Hospital or Medical Office in the nearest Service Area. If the Member obtains prior approval from Health Plan or a Physician in the nearest Service Area, a portion of the \$500.00 allowance may be applied toward the cost of necessary ambulance service or other special transportation arrangements medically required to transport the Member to such Service Area for continuing or follow-up treatment.

4. **Notification and Claims.** Any Member having an emergency illness within the scope of Section B-2 shall notify a Northern California Health Plan office within forty-eight (48) hours after care is commenced.

No claim pursuant to this Section B shall be allowed unless a complete application for payment, on forms to be provided by Health Plan, is filed with a Health Plan office in the Northern California Region within sixty (60) days after the date of the first service for which payment is requested.

Micro Fiched

YOLO COUNTY
AGREEMENT NO. 66-11

CALIFORNIA DISASTER OFFICE

FILED

FEB-7 1966

LAURENCE P. HENIGAN, Clerk

Dy. PETE E. LUCAS

Deputy

Micro Fiched

THIS AGREEMENT, made and entered into this 1st day of February, 1966, by and between the State of California, acting by and through its duly appointed, qualified, and Acting Director of the California Disaster Office, hereinafter called DISASTER OFFICE, and the _____

COUNTY OF YOLO

through its duly appointed, qualified, and Acting Officers, hereinafter called TRANSFEREE,

W I T N E S S E T H:

WHEREAS, under Agreement dated February 1st, 1964, Disaster Office transferred possession of Rescue Truck No. 4, along with certain equipment to transferee for a period of two years commencing February 1st, 1964, for a consideration set forth therein; and

WHEREAS, it is the desire of the parties hereto to extend the term of said agreement for an additional two-year period upon the same terms and conditions;

NOW, THEREFORE, it is mutually agreed as follows:

1. The paragraph of said agreement relating to term is hereby amended to provide that the commencement date shall be February 1st, 1966.
2. All other terms and conditions of said agreement shall remain unchanged and in full force and effect during the extension period provided for herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first hereinabove written:

STATE OF CALIFORNIA
CALIFORNIA DISASTER OFFICE

John W. Gaffney, Director

Micro Fiched

Approved as to Form

Dated 1-26-66

James S. Thomas
County Counsel
of Yolo County

BY *M. K. Reilly*
M. K. Reilly, Assistant Chief
Fire and Rescue Division

James S. Thomas
COUNTY OF YOLO
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

FILED

FEB 25 1966

LAURENCE P. HENIGAN, Clerk

By.....PETE E. LUCAS
Deputy

AGREEMENT NO. 66-12

FOR AMBULANCE SERVICE

Micro Fiched

THIS AGREEMENT made and entered into this 14th day of February, 1966, between the DAVIS AMBULANCE SERVICE, SACRAMENTO AMBULANCE SERVICE and SUPERIOR AMBULANCE SERVICE, hereinafter referred to as "AMBULANCE SERVICES", and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY",

W I T N E S S E T H:

WHEREAS, COUNTY desires to assure speedy and competent ambulance service to and from the Yolo General Hospital of Yolo County indigent patients; and

WHEREAS, AMBULANCE SERVICES desire to be assured of payment for their services in transporting Yolo County indigent patients to and from the Yolo General Hospital.

NOW, THEREFORE, in consideration of the promises of the parties hereto, it is mutually agreed as follows:

1. COUNTY will pay AMBULANCE SERVICES for all services performed on their part when requested and authorized by one of the following:

- a. A member of the Yolo County Board of Supervisors.
- b. A member of the California Highway Patrol.
- c. The Medical Director of Yolo General Hospital.
- d. The Chief County Physician and County Physicians who are either full or part time employees of the County of Yolo.
- e. Any paid peace officer within the County of Yolo.
- f. In all cases of emergency where prior authorization cannot be obtained from those persons listed

Micro Fiched

in (a), (b), (c), (d), and (e) above, if the services rendered are subsequently ratified by one of said persons.

Micro Fiched

2. The amount of payment for services rendered by AMBULANCE SERVICES in transporting Yolo County indigent patients to the Yolo General Hospital shall be as follows:

(a) From East Yolo and vicinity	\$39.00
(b) From Davis and vicinity	32.00
(c) From Winters and vicinity	42.00
(d) From Monticello Dam and vicinity	50.00
(e) From within Woodland City limits	20.00
(f) From radius of three (3) miles outside of Woodland City limits	23.00
(g) From Yolo and vicinity	26.00
(h) From Knights Landing and vicinity	31.00
(i) From Capay and vicinity	35.00
(j) From Clarksburg and vicinity	55.00
(k) From Dunnigan and vicinity	38.00
(l) From Esparto and vicinity	33.00
(m) From Madison and vicinity	30.00
(n) From Zamora and vicinity	31.00
(o) Extra patient, any trip	5.00

3. The amount of payments for services rendered by AMBULANCE SERVICES in transporting Yolo County indigent patients from the Yolo General Hospital to the following places shall be as follows:

(a) To San Francisco	\$80.00
(b) To Oakland	75.00
(c) To Weimar	61.00
(d) To DeWitt	55.00
(e) To Livermore	100.00
(f) To Palo Alto	100.00

Micro Fiched

1 (g) Extra Patient, one-half ($\frac{1}{2}$) fare

2 (h) For emergency long distance trips

3 the rate shall be \$1.00 per mile

Micro Fiched

4 one way.

5 4. In addition to payment for services rendered in
6 transporting Yolo County indigent patients, COUNTY agrees to pay
7 for oxygen used for "Oxygen Therapy", when such therapy is ordered
8 by a physician, as follows:

9 (a) Oxygen, minimum charge \$ 3.00

10 (b) Actual cost of oxygen used per tank 10.00

11 5. AMBULANCE SERVICES agrees to furnish transportation
12 of Yolo County indigent patients to the Yolo General Hospital at
13 the request of one of the persons as set forth in Paragraph 1 of
14 this Agreement with all possible dispatch, and if their services
15 are not needed upon arrival, COUNTY agrees to compensate AMBULANCE
16 SERVICES at the same rate as set forth in Paragraph 2 of this
17 Agreement.

18 6. COUNTY further agrees to pay AMBULANCE SERVICES
19 "Standby Time" at the rate of \$5.00 per fifteen (15) minutes, or
20 portion thereof, commencing after the first thirty (30) minutes
21 of arrival.

22 7. SUPERIOR AMBULANCE SERVICE hereby agrees to give
23 DAVIS AMBULANCE SERVICE territory up to and including County Road
24 27; SACRAMENTO AMBULANCE SERVICE territory to Kessell Crossing,
25 State Highway 16, and to the West End of the Yolo Causeway on
26 U. S. Highway 40.

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27 8. All AMBULANCE SERVICES herein, hereby agrees that the
28 AMBULANCE SERVICE transporting a Yolo County indigent patient to
29 the Yolo General Hospital shall be the AMBULANCE SERVICE to trans-
30 port said patient to a distant point in the event that said patient
31 is subsequently transferred from the Yolo General Hospital, as a
32 Yolo County indigent patient, to a distant point.

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1 9. All AMBULANCE SERVICES herein, hereby agrees that in
2 the event that a Yolo County indigent patient is transported from
3 said patient's home to a distant point, that the AMBULANCE SERVICE
4 in the area in which said patient's home is located shall be the
5 AMBULANCE SERVICE to transport said Yolo County indigent patient
6 to the distant point.

7 10. All AMBULANCE SERVICES herein, hereby agrees that in
8 the event that a Yolo County indigent patient is transported to
9 the Yolo General Hospital without the services of any of the herein
10 AMBULANCE SERVICES, and in the event that said patient is subse-
11 quently transferred from the Yolo General Hospital, as a Yolo
12 County indigent patient, to a distant point, that the SUPERIOR
13 AMBULANCE SERVICE shall be the AMBULANCE SERVICE to transport said
14 Yolo County indigent patient to the distant point.

15 11. It is hereby mutually agreed by and between the parties
16 hereto, that the AMBULANCE SERVICES, and each of them, to the
17 within Agreement are "independent contractors" and are not agents
18 or employees of COUNTY.

19 12. It is further agreed that the effective date of this
20 agreement shall be February 1, 1966.

21 13. It is further agreed by the parties to the within
22 Agreement, that this Agreement may be cancelled and terminated by
23 any of the parties hereto by a thirty (30) day written notice of
24 intention to cancel and terminate said Agreement.

25 IN WITNESS WHEREOF, we have hereunto set our hand the day
26 and year first above written.

Micro Fiched

COUNTY OF YOLO,

27
28
29 BY J. W. McDermott
30 J. W. McDERMOTT
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

DAVIS AMBULANCE SERVICE

31
32 BY STANLEY W. SMITH
(ORIGINAL ON FILE SIGNED BY STANLEY
(W. SMITH))

Micro Fiched

SACRAMENTO AMBULANCE SERVICE

BY JACK LAVELLE
(ORIGINAL ON FILE SIGNED BY JACK
LAVELLE)

SUPERIOR AMBULANCE SERVICE

BY LOUIS J. WARREN
(ORIGINAL ON FILE SIGNED BY LOUIS J.
WARREN)

Micro Fiched

STATE OF CALIFORNIA
STANDARD AGREEMENT

YOLO COUNTY
AGREEMENT NO. 66-13

CONTRACTOR—()
STATE AGENCY—()
DEPT. OF GENERAL SERVICES—()
CONTROLLER—()

NUMBER 282 Amended

THIS AGREEMENT, Made and entered into this 1st day of January, 1966, at Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected or appointed, qualified and acting

Assistant Chief, Division of Administration

Department of Public Health

hereinafter called the State, and

Department or other agency

Micro Fiched

County of Yolo

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the contracts, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. In that certain agreement between this Department and the County of Yolo dated July 1, 1965,
 - a. Paragraph 3, as it pertains to total amount of contract, is amended to read "not to exceed \$800.00 in lieu of \$300.00."
2. All other terms and conditions of said contract shall remain in full force and effect.

FILED

MAR 16 1966

LAURENCE P. HENIGAN, Clerk

By [Signature]
Deputy

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, This agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

STATE OF CALIFORNIA

Department of Public Health

Name of State agency

[Signature]

Assistant Chief, Division of Administration

Title

Contractor County of Yolo

(If other than an individual, state whether a corporation, partnership, etc.)

By [Signature]

CHIEF CLERK, COUNTY OF YOLO

Title

P. O. Box 532

Woodland, California

95696

(Continued on _____ sheets, each bearing name of Contractor)

DO NOT WRITE IN THIS SPACE

To Be
Charged
Against

APPROPRIATION Support Item 161 CH 757/65
FUNCTION OR FUND General Fund
LINE ITEM ALLOTMENT 256-10.7

F.Y. 65/66

YES ☐ O.E. ☐ Fg

Amount of this Estimate

INCREASED

500.00

Unencumbered remainder after posting this estimate to Allotment Expenditure Ledger

127,288.20

Adjustment increasing encumbrances

Adjustment decreasing encumbrances

This contract exempt
from Department of
General Services ap-
proval per SAM 1291.1

I Herby Certify upon my own personal knowledge that
budgeted funds are available for the period and purpose of the
expenditure stated above. (After T.B.A. No. _____ or
B.R. No. _____)

Micro Fiched

3-9-66

[Signature]
Signature of Accounting Officer For J. McVey

Agreement No. 66-13

1. The State hereby agrees to pay for the services and materials at the times, in the manner and for the consideration, herein expressed.

Micro Fiched

2. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workman's compensation insurance at Contractor's own cost and expense.

3. The parties hereto agree that the Contractor, and any agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

4. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

5. This agreement is not assignable by Contractor either in whole or in part.

6. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

7. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

8. Contractor shall not be allowed or paid travel or per diem expenses unless set forth in this agreement.

Micro Fiched



YOLO COUNTY AGREEMENT NO. 66-14

FILED

FEB 17 1966

LAURENCE P. HENIGAN, Clerk

By.....~~BARBARA A. RODGERS~~

Deputy

COPIES
☐ DIVISION
☐ APPLICANT
☐ POWER ACCOUNTS
☐ CONTROL BUREAU

YOLO COUNTY AGREEMENT NO. 66-14
 PACIFIC GAS AND ELECTRIC COMPANY

REFERENCE
 WO 2-1184C

ELECTRIC EXTENSION AND SERVICE AGREEMENT

COUNTY OF YOLO - STORM DRAIN MAINTENANCE DISTRICT NO. 2

"Applicant," has requested Pacific Gas and Electric Company, "Pacific," to install electric facilities and sell and deliver to Applicant electric service for the operation of Applicant's electric equipment, "Equipment," to be installed at S/O Interstate 80,

W/O Yolo By-pass.

Pacific agrees to install the necessary facilities and supply such electric service subject to the following terms and conditions:
 1. Applicant shall install, commence using in a bona fide manner within six (6) months after the date of completion of the line extension hereafter referred to, and continue to so use for a period of three (3) years, the said Equipment. Said Equipment shall consist of the following: 2 - 250 HP pumps, 1 - 40HP pump and miscellaneous emergency lighting.

2. Applicant shall purchase from Pacific all electric service required for the operation of said Equipment.
 3. Applicant shall pay for such electric service in accordance with Pacific's applicable rates as established from time to time by Pacific and on file with the Public Utilities Commission of the State of California, "Commission." Applicant selects Pacific's Schedule No. E-38,

a copy of which is attached, as the schedule to be initially applicable hereunder.

4. In order to provide service to Applicant (and to others, if any, in Applicant's vicinity who are applying for service under similar agreements and are listed in Appendix "A" hereto) a line extension will be required which is --- feet in excess ("excess footage") of that which Pacific may install at its own expense under its electric line extension Rule No. 15, a copy of which is attached, based upon said Equipment (and equipment to be installed by such others, if any). The total excess footage payment required to be paid to Pacific therefor under Rule No. 15, at \$ --- per foot, is \$ --- of which Applicant shall pay to Pacific, on demand in advance of construction, the sum of \$ --- (those listed in Appendix "A" hereto, if any, to pay the balance of the required total advance). Pacific will not commence installation of any facilities required to provide service hereunder until Applicant, and the others, if any, to receive service from said line extension have paid the total excess footage payment.

5. If for any reason Applicant fails to comply fully with the requirements of Section 1, Applicant shall pay to Pacific, on demand, an additional excess-footage payment equal to the difference between the total excess-footage payment specified in Section 4 and the required total excess-footage payment recalculated under Rule No. 15 on the basis of equipment, if any, actually installed and used by Applicant in the manner and for the time specified in Section 1. In addition, Applicant shall pay to Pacific an amount, not subject to refund, equivalent to the cost, as estimated by Pacific, of installing and removing any of Pacific's facilities installed hereunder which are made idle by Applicant's failure to comply fully with Section 1 or of replacing facilities made idle in part with those of lesser capacity, as the case may be, except that if Applicant wholly fails to take service, or ceases to take service before the expiration of the time specified in Section 1, from a line extension constructed solely to serve him and not used to serve others, then Applicant shall pay said installation and removal costs and any excess-footage payments previously made by him shall be applied as a credit.

6. All excess-footage payments made by Applicant hereunder shall be subject to refund to applicant, without interest, in accordance with the provisions of said Rule No. 15. Where there is a series of extensions, on any of which an advance is still refundable, and Pacific makes succeeding free extensions with excess allowances or where additional load or customers connect to succeeding extensions, refunds will be made to repay in turn each of such advances which remain refundable beginning with the first in series, chronologically, from the original point of supply.

7. Applicant shall pay Pacific monthly for electric service at any established office of Pacific.

8. If the service is for agricultural power and Pacific elects to install an agricultural power service pole in connection therewith, Pacific hereby gives Applicant permission for the time service is rendered hereunder, free of rent, to install on said pole at Applicant's sole risk and expense those materials which Applicant is required to furnish, install and maintain under Section 2, "General Requirements," of specifications entitled "Minimum Requirements for Agricultural Power Service Pole," in which event a copy of said specifications is attached and made a part hereof. Pacific will maintain Applicant's said facilities above a point eight (8) feet above the ground but at Applicant's expense.

9. Applicant may, with Pacific's written consent, assign this agreement if the assignee will, in writing, agree to perform Applicant's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein in writing, all of Applicant's rights to any refunds unpaid as of the date of the assignment.

10. Applicant hereby grants Pacific a right-of-way over the shortest practicable route for any pole or wire line which it may be necessary to build over Applicant's property for the purpose of making delivery of electric service hereunder. If any portion of said extension will be located on property other than that of Applicant, Pacific shall not be obligated to commence construction unless and until permanent rights-of-way therefor are granted to Pacific that are satisfactory to Pacific and without cost to it.

11. Delivery of electricity hereunder by Pacific shall be at the point where wires owned, leased or under license by Applicant connect to Pacific's wires but for the convenience of the parties hereto said electricity may be transformed and/or metered at such location on the Applicant's site of said point of delivery as shall be agreed upon by the parties.

12. All electric service shall be supplied hereunder in accordance with Pacific's applicable rules as established from time to time by Pacific and on file with the said Commission.

13. This agreement shall become effective on the date hereof and shall remain in force for an initial term of three (3) years from and after either (a) the date service is first established hereunder as recorded in Pacific's meter records or (b) six (6) months subsequent to the date Pacific is ready to supply service from the facilities installed hereunder, whichever date shall be the earlier, and shall continue thereafter from Year to Year unless terminated upon completion of a definite initial term or at the end of any such subsequent contractual period by either party giving the other thirty (30) days' written notice of a desire to terminate; provided, however, Pacific shall have the right to discontinue service hereunder, upon reasonable notice to Applicant, if Applicant, for any reason fails to carry out any of the terms of this agreement; and provided, further that when the time for refunds hereunder has elapsed as provided in Rule No. 15, all amounts advanced to Pacific for excess footage have been refunded, whichever first occurs, but not prior to completion of said initial three-year term, Applicant, if then supplied from month to month, shall have the right to discontinue service upon not less than two (2) month notice.

14. All facilities installed by Pacific hereunder shall be and remain the sole property of Pacific.

15. This agreement shall at all times be subject to such changes or modifications by said Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.

Executed this 17th day of FEBRUARY, 1966.

CHAIRMAN, BOARD OF SUPERVISORS, Applicant
 COUNTY OF YOLO, STATE OF CALIFORNIA
 203 Lincoln, St., Woodland, California Applicant

PACIFIC GAS AND ELECTRIC COMPANY
K. C. PORTER
 K. C. PORTER By

Micro Fichon

Micro Fichon

APPENDIX "A"

Applicant and others referred to in Section 4 hereof and the amount of deposit to be paid by each to Pacific: **Micro Fished**

NAME	ADDRESS	AMOUNT OF EXCESS FOOTAGE PAYMENT TO PACIFIC
.....		\$
.....		
.....		
.....		
.....		
.....		
.....		

LINE EXTENSION DATA

Total Length of Extension 811 feet
 Free Allowance 94,500 feet
 Excess Line --- feet
 Total Cash Advance Required
 @ \$ per foot of Excess Line \$

Micro Fished

Pacific Gas and Electric Company
San Francisco, California

Revised Cal. P.U.C. Sheet No. 3973-E
Canceling Revised Cal. P.U.C. Sheet No. 3556-E

Micro Fiched

Schedule No. P-3

GENERAL POWER—MAXIMUM DEMAND BASIS—ALTERNATING CURRENTAPPLICABILITY

This schedule is applicable to alternating current used in motors, heating and cooking devices, and rectifiers for battery charging; but is not applicable to current used for lighting, either directly or through transforming or converting equipment, except incidental lighting (as defined in Special Condition 2. below) combined with power on the same meter.

TERRITORY

The entire territory served except the Vallejo-Central Rate Area and the service area of former Coast Counties Gas and Electric Company.

RATES

Billing Demand kw	Rate per kwhr for Monthly Consumption per kw of the Billing Demand			
	First 100 kwhr per kw	Next 100 kwhr per kw	All over 100 kwhr per kw	All over 300 kwhr per kw
0-18	3.59¢	1.91¢	1.55¢	1.17¢
19-37	3.27	1.59	1.17	1.07
38-74	2.96	1.38	1.17	0.96
75 and over	2.64	1.28	1.07	0.86

Minimum Charges

\$50.00 per month for the first 40 kw or less of the billing demand plus 90¢ per kw for any excess, accumulative annually.

SPECIAL CONDITIONS

1. Billing Demand for the purpose of this schedule is the maximum demand made by the customer's equipment for electrical power during the month for which bill is rendered but not less than 50% of the highest such demand in the preceding eleven months nor less than the diversified resistance welder load computed in accordance with Rule and Regulation No. 2. The maximum demand in any month will be the maximum average power taken during any 15-minute interval in the month; provided, that in cases where the use of energy is intermittent or subject to violent fluctuations, a 5-minute interval may be used.
2. Guaranteed Load: Any customer may obtain the rates and conditions of service for a billing demand greater than his actual demand by guaranteeing the charges (including the minimum charge) applicable to such greater demand. Such guaranteed demand may not be changed more than once per year.
3. Incidental Lighting, for the purpose of this schedule, is any lighting on the premises of an industrial (as distinguished from commercial) plant operated by power supplied on this schedule, except lighting in dwellings or in buildings used primarily for trade or for any purpose not essential to the operation of such plant.
4. Voltage: Any standard distribution voltage, single or polyphase, at the customer's choice, but not more than one, (except where 120/208 volt four-wire star or 120/240 volt four-wire delta service is available) will be supplied on this schedule, subject to the utility's rules and regulations on file with the Public Utilities Commission.

Micro Fiched

Advice Letter No. 243-E
Decision No. _____

Issued by
S. L. Sibley
President

Date Filed April 26, 1965
Effective May 26, 1965
Resolution No. _____

FILED

FEB 21 1966

LAURENCE P. HENIGAN, Clerk
By *[Signature]*
Deputy

AGREEMENT NO. 66-15

SUBDIVISION IMPROVEMENT AGREEMENT

Subdivision No. 1053

Micro Fiched

THIS AGREEMENT is made and entered into this 21st day of February, 1966, by and between W. V. Morgan, Virgie Morgan and W. *[initials]* Morgan, Jr., hereinafter referred to as "Subdivider", and the COUNTY OF YOLO, hereinafter referred to as "County".

WHEREAS, the subdivider proposes to subdivide and develop that area known and referred to as Subdivision No. 1053 and has presented plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That Subdivider will develop said Subdivision No. 1053 in accordance with plans and specifications prepared in conformance with Yolo County Improvement Standards and Specifications and approved by the Director of Public Works and complete the same within 12 months after the date hereof in good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.
2. That Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforeseen conditions occur which may require such modifications.
3. That Subdivider shall, upon execution of this agreement, pay to the County the sum of \$150.00 as the estimated cost of plan check inspection for the improvements to be constructed as herein provided. It is further agreed that if such plan check and inspection charges exceed the amount deposited, subdivider will promptly reimburse County upon presentation of a bill and should such charges be less than the amount deposited, the difference will be refunded to subdivider pursuant to Ordinance No. 534.

Micro Fiched

- 1 4. That Subdivider shall indemnify and hold harmless the "County"
2 from any and all loss, damage, or liability resulting from
3 "Subdivider's" performance or non-performance of his duties
4 under this Agreement, or from negligence of himself or his
5 agents, servants and employees, and all action or causes of
6 action filed by any person or persons claiming damage caused
7 by the development of said Subdivision 1053.
- 8 5. That Subdivider shall notify the Director of Public Works of
9 the commencement of the work of improvements.
- 10 6. That Subdivider will furnish County evidence acceptable to
11 County of insurance, insuring County against claims for per-
12 sonal liability and property damage arising in the course of
13 construction of improvements required herein in the sum of
14 \$100,000.00 and \$300,000.00.
- 15 7. That the completion of the development of said Subdivision
16 1053 shall be the date as of which the Board of Supervisors
17 shall, by resolution duly passed and adopted, accept said im-
18 provements according to said plans and specifications, as
19 modified, if such modification is required under the terms
20 hereof, and the Subdivider is notified thereof in writing.
21 Neither passage of said Resolution hereinabove referred to,
22 nor periodic or progress inspection or approval shall bind
23 the County to accept said improvements, or waive any defect in
24 the same or any breach of this agreement. Acceptance of any
25 part or stage of said improvement shall not be final until the
26 written notice of final acceptance of all the improvements
27 shall have been delivered to the Subdivider as required herein.
- 28 8. That the Subdivider agrees to remedy any defects in the impro-
29 vement arising from faulty or defective construction of said
30 improvements occurring within twelve (12) months after accept-
31 ance thereof.

- 1 9. If the construction of the work or improvement should be
2 delayed without fault of "Subdivider", the time for the
3 completion thereof may be extended by the "County" for
4 such period of time as the "County" may deem reasonable.
- 5 10. That should the Subdivider fail to construct said improve-
6 ments, repairs, or corrective work within the time or times
7 specified in this agreement, the County may, at its option,
8 complete the same and recover the cost thereof from the
9 Subdivider.
- 10 11. The "Subdivider" shall obtain and file with the County a
11 good and sufficient "Improvement Security" in favor of the
12 County of Yolo and in a form approved by the County pursuant
13 to Chapter 2, Article 9 (Section 11612) of the Business and
14 Professions Code, securing the performance by Subdivider of
15 any and all work contracted to be done under this Contract.
16 The amounts of each of the said "Improvement Securities"
17 shall be not less than fifty percent (50%) of the estimated
18 cost of the public improvements including incidentals.
- 19 12. The procurement and delivery of said "Improvement Security"
20 shall be a condition precedent to the approval of the final
21 subdivision map and to the promise of the County herein.
- 22 13. It is mutually understood and agreed that when the work of
23 improvement is accepted as defined herein, fifteen percent
24 (15%) or five hundred dollars (\$500.00), whichever is
25 greater, of the "Improvement Security" shall be retained by
26 the County to guarantee the faithful performance of the pro-
27 visions of paragraph 8 of this agreement.
- 28 14. Where required pursuant to the provision of section 11592
29 of the Business and Professions Code the "Subdivider" shall
30 furnish the county a bond or cash deposit, at county's
31 option, guaranteeing payment of the cost of setting monuments
32 of survey.

Micro Fiched

15. The procurement and delivery of said bond or cash deposit shall be a condition precedent to the approval of the final subdivision map and to the promise of the county herein.
16. The acceptance by County of said bond is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242(a), formerly Rule 29(a) of the Rules for the Superior Court, State of California.
17. Where title to the subdivided property is held by the record owner thereof under a holding Agreement, this Agreement and the "Improvement Security" given pursuant thereto may be executed by the real party or parties in interest.
18. Any extension of time hereunder shall not operate to re-lease the surety on the Improvement Security filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above named herein.

COUNTY OF YOLO

ATTEST: LAURENCE P. HENIGAN, CLERK
BY Pat E. Lucas
Deputy County Clerk.

By W. H. Morgan
CHAIRMAN, BOARD OF SUPERVISORS

By W. H. Morgan
By W. H. Morgan

Recommended for approval to the Board of Supervisors of the County of Yolo:

W. H. Morgan
Director of Public Works

Approved as to form W. H. Morgan
County Counsel

Micro Fiched

● FILED

FEB 28 1966

LAURENCE P. HENIGAN, Clerk

By PETE E. LUCAS

Deputy

AGREEMENT NO. 66- 16

Micro Fiched

THIS AGREEMENT, made and entered into this 28th day of February, 1966, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY and DAVID E. BROWN and F. H. WISNER, a co-partnership consisting of DAVID E. BROWN, M. D. and F. H. WISNER, M. D., hereinafter designated as PHYSICIAN.

W I T N E S S E T H:

WHEREAS, the COUNTY desires general surgical services at Yolo General Hospital; and

WHEREAS, PHYSICIAN is a partnership each of whose members is a duly qualified and licensed physician and surgeon and is well qualified to provide such general surgical services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is understood and agreed by and between the parties hereto as follows:

FIRST: PHYSICIAN agrees when directed to do so by the Medical Director of COUNTY or the physician on call acting for the Medical Director to provide the following services to persons determined by the County of Yolo to be medically indigent:

- (a) General surgical coverage to the Yolo General Hospital on a twenty-four hour a day, seven day a week basis.
- (b) In-hospital services consisting of follow-up history, physical and similar services.

SECOND: COUNTY agrees as follows:

- (a) To pay PHYSICIAN the sum of One Thousand Eight Hundred Fifty Dollars (\$1,850.00) per month as compensation for general surgical services rendered pursuant to this agreement.

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- (b) To pay to PHYSICIAN as compensation for in-hospital

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services sums determined in accordance with the
studies on relative values published by the California
Medical Association using a relative value scale of 5.
(c) To permit PHYSICIAN to admit to Yolo General Hospital
its own private patient.

THIRD: This agreement shall commence on March 1st, 1966,
and may be terminated by either party upon thirty days' written
notice of termination.

IN WITNESS WHEREOF, the parties hereto have set their
hands the day and year first above written.

COUNTY OF YOLO, a political subdivi-
sion of the State of California

BY J. W. McDERMOTT
J. W. McDERMOTT
CHAIRMAN OF THE BOARD OF SUPERVISORS

DAVID E. BROWN and F. H. WISNER, a
co-partnership

BY David E. Brown
DAVID E. BROWN
DAVID E. BROWN, M. D.

BY F. H. Wisner
F. H. WISNER
F. H. WISNER, M. D.

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY L. P. Henigan DEPUTY
(SEAL)

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FILED

MAY 24 1966

YOLO COUNTY
AGREEMENT NO. 66-17

AMENDMENT TO AGREEMENT FOR ALLOCATION OF STATE AID
TO COUNTIES FOR COUNTY SERVICE OFFICER

NO. 53

LAURENCE P. HENNING, Clerk

By *Ed. E. Lucas*
Deputy

Micro Fiched

THIS AMENDMENT, made and entered into this 11th day of February, 1966,
at City of Sacramento, County of Sacramento, State of California, by and between
State of California, through its duly elected or appointed, qualified and acting
DIRECTOR, DEPARTMENT OF VETERANS AFFAIRS, hereinafter called the State, and THE
COUNTY OF YOLO, hereinafter called the Contractor:

WITNESSETH:

WHEREAS, State and Contractor have entered into an Agreement entitled
AGREEMENT FOR ALLOCATION OF STATE AID TO COUNTIES FOR COUNTY SERVICE OFFICER,
said Agreement being dated the first day of July, 1965, and bearing No. 53
in the upper right hand corner of the first page thereof as identification; and

WHEREAS, in said Agreement Contractor agrees, inter alia, to hire and
pay the salaries of the County Service Officer and such additional employees,
if any, as it may deem necessary to perform the duties designated in Section 971
of the Military and Veterans Code; and

WHEREAS, both parties have agreed the Agreement may be amended by
mutual consent of the parties hereto; and

WHEREAS, State and Contractor are desirous of complying with the terms
of California Fair Employment Practice Act Sections of the California Labor Code:

IT IS AGREED AS FOLLOWS:

State and Contractor agree that the AGREEMENT FOR ALLOCATION OF STATE
AID TO COUNTIES FOR COUNTY SERVICE OFFICER, NO. 53, dated the first day of
July, 1965, shall be and is hereby amended to include the terms, conditions,
and provisions of the Fair Employment Practices Addendum which is attached
hereto, marked "STD FORM 3 (4/65)" in the lower right hand corner thereof, and
which bears the signatures of both parties hereto as additional identification.

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agreed - 66-17

1966

It is also agreed that this amendment shall take effect retroactively as of the date of the original Agreement, the first day of July, 1965. Micro Fiched

All other terms and conditions of the original Agreement shall remain unchanged and in full force and effect.

IN WITNESS HEREOF the parties have hereunto set their hand the day and year first written above.

COUNTY OF YOLO

BY

J.W. McDERMOTT
J.W. McDERMOTT, Chairman
Board of Supervisors

DEPARTMENT OF VETERANS AFFAIRS
OF THE STATE OF CALIFORNIA

BY

Joseph M. Loeber

Approved as to Form
James A. Moore
James A. Moore
County Clerk

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MAR 3 1966

FAIR EMPLOYMENT PRACTICES ADDENDUM

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1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

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FILED

MAR - 7 1966

LAURENCE P. HENIGAN, Clerk

By: JOE E. LUCAS
Deputy

AGREEMENT NO. 66-18

Micro Fiched

THIS AGREEMENT made and entered into this 7th day of March, 1966, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and KATHERINE S. JOHNSON, West Sacramento, California, hereinafter called CONTRACTOR,

W I T N E S S E T H:

WHEREAS, the Board of Supervisors of the County of Yolo is desirous of providing professional guidance and counsel to the County Welfare Director for the administration of the County General Relief Program; and

WHEREAS, CONTRACTOR is qualified to perform such professional guidance and counsel.

NOW, THEREFORE, in consideration of the premises and of the covenants and conditions herein contained to be kept and performed by the respective parties, it is hereby mutually agreed as follows:

(1) CONTRACTOR agrees to provide professional guidance and counsel to the County Welfare Director for the administration of the County General Relief Program.

(2) CONTRACTOR agrees to submit periodical reports relating to the administration of the County General Relief Program as requested by the County Welfare Director.

(3) CONTRACTOR agrees to submit a monthly statement to the Welfare Director of hours worked.

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(4) COUNTY agrees to pay CONTRACTOR at a rate of \$3.70 per hour for services rendered under this agreement at the request of the County Welfare Director, plus traveling expenses for the use of her automobile on matters herein provided for at the rate of 10¢ a mile for the first 300 miles traveled per month and 8¢ per

AGREE NO. 66-18

Micro Fiched

1 mile thereafter. Said payment shall be in full for all services,
2 costs and expenses of any nature whatsoever and wheresoever.

3 (5) This contract may be terminated upon thirty (30) days'
4 notice by either party.

5 (6) This agreement supersedes a similar agreement between
6 the parties dated January 18, 1963.

7 IN WITNESS WHEREOF, the parties hereto have set their hands
8 and seals the day and year first above written.

9
10 COUNTY OF YOLO, a political subdivision
11 of the State of California

12 By J. W. McKEE
13 CHAIRMAN OF THE BOARD OF SUPERVISORS

14
15
16
17 KATHERINE S. JOHNSON
18 KATHERINE S. JOHNSON

19
20 ATTEST:

21 LAURENCE P. HENIGAN, CLERK

22 BY PETE E. LUCAS DEPUTY
23 (SEAL)

24
25
26
27
28
29 Micro Fiched

FILED

MAR - 9 1966

LAURENCE P. HENIGAN, Clerk

By JOSE E. LUCAS

Deputy

AGREEMENT NO. 66- 19

Micro Fiched

THIS AGREEMENT made and entered into this 7th day of March, 1966, by and between MART PHIPPS, doing business as Nielsen Nursery, 617 West Street, Woodland, California, hereinafter referred to as CONTRACTOR, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, CONTRACTOR is in the nursery business and furnishes gardening and landscaping services and COUNTY can best assure adequate maintenance and upkeep of the County Courthouse grounds located between Second and Third Streets on Court Street, Woodland, California, by engaging CONTRACTOR to furnish said services on a contractual basis, the parties hereto covenant and agree as follows:

CONTRACTOR shall furnish gardening and landscaping services for the County Courthouse grounds located between Second and Third Streets on Court Street, Woodland, California, and shall furnish all necessary labor and equipment to adequately provide these services to COUNTY.

CONTRACTOR shall furnish COUNTY evidence of coverage of any of its employees under Workmen's Compensation Insurance.

COUNTY shall furnish all necessary gardening supplies, shrubs, plants, seeds, fertilizer, etc., as necessary for CONTRACTOR to adequately perform his duties under this agreement.

COUNTY agrees to pay CONTRACTOR the sum of Four Hundred Dollars (\$400.00) per month for the stated gardening services, said payments to be made at the end of each month upon CONTRACTOR filing a claim with the Auditor-Controller of Yolo County in the manner and form as prescribed by him.

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Agree No. 66-19

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This agreement shall remain in force and effect until either party terminates same by giving the other party thirty (30) days' written notice thereof.

There may be no modification of this agreement except in writing, executed with the same formalities as this instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

COUNTY OF YOLO, a political subdivision
of the State of California

BY J. W. McDermott
J. W. McDERMOTT
CHAIRMAN OF THE BOARD OF SUPERVISORS

MART PHIPPS, doing business as
Nielsen Nursery

Mart Phipps

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas DEPUTY
(SEAL)

Micro Fiched

FILED

MAR - 7 1966

Woodland, California

LAURENCE P. HENIGAN, Clerk

March 1, 1966

By *[Signature]* Deputy

Estate of Mary Jane Hamel

AGREEMENT NO. 66-20

By Anna C. Howat, Executrix
Grantor

Micro Fiched

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 66-1 in the form of a Grant Deed covering the following described property:

A strip of land over, through and across a portion of the Northwest Quarter (N.W.1) of Section Seven (7) Township Eight (8) North, Range Three (3) East, M.D.B.&M., that lies North of the Southern Pacific Railroad right-of-way more fully described as follows:

Commencing at the Northwest corner of said Section 7; thence North 88°11' East 33.02 feet along the North line of said Section to the East right-of-way line of Mace Blvd., 66 feet wide as shown on the official plat filed in Book 4 of Maps at pages 79 and 80 in the Office of the Recorder of Yolo County, said point being the TRUE POINT OF BEGINNING: thence from said true point of beginning along said East line South 00°22'44" East 1507.86 feet to a point on the North line of that parcel of land described in the deed from Mary Jane Hamel to the State of California, recorded January 15, 1959, in Volume 561 of Official Records at page 126 in the Office of the Recorder of the County of Yolo; thence along said North line South 19°06'50" East 52.92 feet; thence North 00°22'44" West parallel to and 17.00 feet East of said Mace Boulevard, 1557.98 feet to the North line of said Section; thence South 88°11' West 17.01 feet to the true point of beginning.

Containing 0.592 acres, more or less.

has been executed and delivered to Howard Van Reyper, Jr. Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of the agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

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2. The County shall:

A..Pay the undersigned Grantor the sum of \$1,184.00 for the property as conveyed by Grant Deed No. 66-1 (herein described within sixty (60) days after date title to said property vests in,

Agree 66-20

or is in escrow for, the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, except those easements of record, and leases, recorded and/or unrecorded. Micro Fiched

This transaction will be handled through an Escrow #52646 with Western Title Company of Woodland.

B. Pay general and special County taxes incurred since March 15, 1965, for the part taken.

C. Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by the County, the premium charged therefore.

D. Construct gravel driveway access with necessary roadside drainage culvert (15" Min. I.D.) at the following location:

<u>Approx. Station</u>	<u>Location</u>	<u>Top Width</u>
4+80	Near Pump	20'

It is mutually understood and agreed that upon completion, of the driveways above mentioned, it shall be considered as an encroachment under permit upon the County Road and is to be maintained, repaired, and operated as such by Grantor in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Public Works of the County of Yolo.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

ESTATE OF MARY JANE HAMEL

By Anna C. Howat
Anna C. Howat, Executrix (Grantor)

Approved as to Form

Dated 5/15/66

[Signature]
County Counsel of Yolo County

COUNTY OF YOLO

[Signature]
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Recommended for Approval,

By [Signature]
Director of Public Works

Micro Fiched

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

City and AGREEMENT NO. 66-21
County of San Francisco, California
February 1, 1966

FILED

MAR - 7 1966

LACRENCE P. HENRIAM, Clerk
By *[Signature]* Deputy

JAMES R. BANCROFT, Executor, LOIS P. MEADE, Executrix, and
MARGARET M. PEEBLES, Executrix of the Estate of David D. Peebles, deceased

GRANTORS

Micro Fiched

RIGHT OF WAY CONTRACT-DRAINAGE DITCH

Document No. 66-15 in the form of a Grant Deed, covering the following described property:

All that portion of Section 13, Township 8 North, Range 2 East, M. D. B. & M., described as follows:

Beginning at a point located on the northerly boundary of Oakside Subdivision Unit No. 2, the official plat of which is recorded in the office of the Recorder of Yolo County in Book 5 of Maps, page 113, from which the northeast corner of said Oakside Subdivision Unit No. 2 bears North 74° 58' 19" East 241.38 feet; thence from said point of beginning along the northwesterly boundary of said Oakside Subdivision Unit No. 2 the following four (4) courses and distances: (1) South 74° 58' 19" West 64.74 feet, (2) South 61° 40' 49" West 183.54 feet, (3) South 60° 08' 49" West 276.60 feet and (4) South 56° 55' 49" West 32.24 feet to the northwest corner of said Oakside Subdivision Unit No. 2; thence South 57° 04' 29" West 216.01 feet; thence North 55° 44' 57" West 104.60 feet to the most southerly corner of that certain Record of Survey entitled "Section 13 - N.W. 1/4, T. 8 N. - R. 2 E. - M. D. B. & M. - W. A. Snider", recorded in the office of the Recorder of Yolo County in Book 7 of Surveys, page 65; thence along the southeasterly boundary of said "Snider" Record of Survey the following five (5) courses and distances: (1) North 56° 01' 31" East 190.00 feet, (2) North 67° 10' 31" East 120.00 feet, (3) North 58° 21' 31" East 262.00 feet, (4) North 63° 13' 31" East 140.56 feet and (5) North 67° 24' 31" East 154.76 feet; thence South 00° 28' 56" West 95.28 feet to the point of beginning; containing 1.653 acres, more or less.

has been executed and delivered to H. Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document

Micro Fiched

and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

2. The County shall:

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- (a) Pay Grantors for the Grant Deed, as hereinabove described, the total sum of three thousand three hundred six dollars (\$3,306.00).
- (b) Cause a partial dismissal with prejudice to be entered by the Clerk in Yolo County Superior special proceeding number 21144 as to parcel number one described in the complaint in eminent domain on file therein.

3. Grantors agree to convey title free and clear of all liens and encumbrances, except for Exceptions 2, 3, 4, and 5 contained in the Western Title Guaranty Company Preliminary Title Report, dated August 31, 1964.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Approved as to Form

By [Signature]

County Clerk of Yolo County

James R. Bancroft
James R. Bancroft, Executor

Lois P. Meade
Lois P. Meade, Executrix

Margaret M. Peebles
Margaret M. Peebles, Executrix

GRANTORS

Recommended for Approval,

COUNTY OF YOLO

By [Signature]

Director of Public Works

[Signature]
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

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FILED

MAR 25 1966

LAURENCE P. HENIGAN, Clerk

By *L. L. ...*
Deputy

AGREEMENT NO. 66-22

LEASE

Micro Fiched

THIS LEASE made and entered into this 21st day of
March, 1966, by and between the COUNTY OF YOLO,
State of California, hereinafter referred to as COUNTY, and the
DAVIS JOINT UNIFIED SCHOOL DISTRICT of Yolo and Solano Counties,
State of California, hereinafter referred to as DISTRICT,

W I T N E S S E T H:

IN CONSIDERATION FOR THE COVENANTS of COUNTY, DISTRICT
hereby leases to COUNTY under the following terms and conditions
that certain real property located in the County of Yolo, State
of California, which is more particularly described in Exhibit "A"
attached hereto, which Exhibit "A" is hereby incorporated by
reference as if set forth at length herein:

1. The term shall be ninety-nine (99) years, commencing
on the date first above written; provided, however, this DISTRICT
may terminate this lease by written notice within thirty (30) days
after the fifth anniversary of commencement of the term if there
shall not be in operation at that anniversary upon the leased
property a library maintained by or on behalf of COUNTY.

2. No rent shall be payable to DISTRICT.

3. The premises leased herein shall be used only for
library and attendant purposes, including landscaping
and parking.

4. Subject to the provisions of the following paragraphs,
COUNTY shall construct, repair and maintain any and
all improvements or landscaping placed upon the leased
premises and shall provide for any desired utilities.

5. No improvements shall be placed upon the leased
premises without prior review and written approval of

Micro Fiched

1 improvement plans by the Governing Board of DISTRICT.

2 6. Prior to expiration of the term of this lease, COUNTY
3 shall remove all improvements from the leased premises
4 and COUNTY shall restore the leased premises to the
5 same condition that said premises were in at the com-
6 mencement of the term.

7 7. COUNTY shall save DISTRICT harmless from any and all
8 liability or claim thereof for personal injuries,
9 property damage or for loss of life or property re-
10 sulting from or in any way connected with the con-
11 dition or use of the leased premises.

12 IN WITNESS WHEREOF, the parties hereto have set their hands
13 the day and year first above written.

14
15 COUNTY OF YOLO, a political sub-
16 division of the State of California

17 BY [Signature]
18 CHAIRMAN OF THE BOARD OF SUPERVISORS
19 COUNTY OF YOLO, STATE OF CALIFORNIA

20 DAVIS JOINT UNIFIED SCHOOL DISTRICT
21 of Yolo and Solano Counties

22 BY [Signature]
23 DISTRICT SUPERINTENDENT

EXHIBIT "A"

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DESCRIPTION OF PORTION OF NORTH DAVIS ELEMENTARY SCHOOL
SITE TO BE USED BY YOLO COUNTY LIBRARY

A portion of Section 10, T.8 N., R 2 E., M.D.B. & M. more particularly described as follows:

Beginning at a point on the westerly line of the North Davis Elementary School, said point of beginning being N 15° 31' 15" W, 40.00 feet from the southwest corner of said school as shown on that Record of Survey filed in the Yolo County Recorder's office in Maps & Surveys Book 8, page 16, said point of beginning also being the intersection of the northerly line of 14th Street of the City of Davis with the westerly line of said school; thence from said point of beginning N 15° 31' 15" W along the westerly line of said school 150.00 feet; thence leaving said westerly line of said school N 74° 28' 45" E, 190.00 feet; thence S 15° 31' 45" E, 150.00 feet to the northerly line of said 14th Street; thence along said northerly line of 14th Street S 74° 28' 45" W, 190.00 feet to the point of beginning, containing 0.654 acres of land.

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FILED

MAR 24 1966

LAURENCE P. HENIGAN, Clerk
BARBARA A. RODGERS

By..... Deputy

AGREEMENT NO. 66-23

Micro Fiched

THIS LEASE made and entered into this 21st day of March, 1966, by and between the COUNTY OF YOLO, State of California, hereinafter referred to as COUNTY, and the WASHINGTON UNIFIED SCHOOL DISTRICT of Yolo County, State of California, hereinafter referred to as DISTRICT,

W I T N E S S E T H:

1. In consideration for the covenants and agreements contained herein, COUNTY hereby leases to DISTRICT that certain portion of the County Government building located at Third and C Streets, Broderick, California, that certain portion being more specifically described as the front downstairs room of the auditorium in said County Government building.

2. In consideration for the COUNTY'S leasing said space to DISTRICT, DISTRICT shall pay to COUNTY the sum of One Dollar (\$1.00) per year, payable annually in advance.

3. The term of this lease shall be for one year commencing April 1st, 1966; however, it shall be deemed to have been renewed for additional one-year terms unless prior to thirty days before the end of the original or any renewal term either COUNTY or DISTRICT shall have given to the other notice of termination. Notice of termination shall be given in writing and shall be given to COUNTY by delivery to the County Clerk or his deputy and to the DISTRICT by delivery to the Superintendent of DISTRICT.

4. The space leased shall be used by DISTRICT solely for the purpose of conducting continuing education classes.

5. The DISTRICT covenants to COUNTY as follows respecting the property leased:

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(a) To keep in good order, condition and repair the

AGREE No. 66-23

1 space leased.

2 (b) To provide all janitorial services necessary
3 for the space leased. Micro Fiched

4 (c) To save COUNTY harmless from any and all liability
5 for personal injuries or for loss of life or
6 property resulting from, or in any way connected
7 with the condition or use of the premises herein
8 leased, or any means of ingress thereto or egress
9 therefrom, except liability for personal injuries,
10 property damages or loss of life or property
11 caused solely by the negligence of COUNTY.

12 6. Upon termination of the lease herein created, DISTRICT
13 shall surrender the property in as good condition as when received,
14 ordinary wear and tear excepted.

15 IN WITNESS WHEREOF, the parties hereto have set their
16 hands the day and year first above written.

17
18 COUNTY OF YOLO, a political subdivision
19 of the State of California

20 BY J. W. McDERMOTT

21
22 WASHINGTON UNIFIED SCHOOL DISTRICT

23 BY J. E. McMillan
24 SUPERINTENDENT

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FILED

AGREEMENT NO. 66-24

MAR 28 1966

LAURENCE P. HENIGAN, Clerk

LEASE AGREEMENT

By *David A. Henigan*
Deputy

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CUBIC CORPORATION, 9233 Balboa Avenue, San Diego 23, California, as LESSOR, and COUNTY OF YOLO, c/o County Clerk, County Courthouse, Woodland, California, as LESSEE, mutually agree as follows:

1. LESSOR shall lease to LESSEE for a period of five years commencing on 15 April, 1966 and ending on 14 April, 1971, 5 Votronics Vote Counters, Model No. 23P.

2. The rental sums shall be payable in advance, quarterly (i.e. every three months). The first payment in the amount of \$14,500.00 shall be due and payable on 15 April, 1966, or within 15 days after the delivery of the leased equipment, should delivery not be made on or before the 15th day of April, 1966, and will cover the period through July 14, 1966.

3. The remaining nineteen payments hereunder in the amount of \$6646.00 each shall be paid on the 15th day of July, October, January and April successively commencing on July 15, 1966, the last payment becoming due on 15 January, 1971. Each quarterly rental payment shall become due only in consideration of LESSEE's right to possess and use the leased equipment during the preceding quarter.

4. LESSEE shall pay all transportation costs, both to and from LESSOR's plant. LESSEE, at its option, shall have the right to provide its own transportation of the leased equipment to and from LESSOR's plant so long as LESSOR has been advised sufficiently in advance to accommodate LESSEE.

5. The leased equipment shall be used only by the LESSEE or by operators in its direct employ, and the leased equipment shall not be transferred or delivered or sublet to any person, firm, association, corporation, or governmental agency. Within the physical and geographical confines of the County of Yolo however, it is understood and agreed that LESSEE may, while maintaining control of both the leased equipment and the operators of the leased equipment, lend or sublease the equipment to local governmental agencies without the necessity for paying any additional rental to LESSOR herein. This exception granted by LESSOR shall not relieve LESSEE of its obligations under this lease, and, further, LESSEE expressly hereby agrees that all of its duties and obligations under this lease shall continue and be in full force and effect during the period of any such loan or sublease.

6. This agreement shall not be assigned by the LESSEE, either by its own act, or by operation of law, except with LESSOR's written consent, and any attempted assignment of this agreement shall be null, void, and of no legal effect whatsoever.

7. LESSEE shall provide normal safeguards for the care of the equipment consistent with good engineering practice and maintenance.

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8. LESSOR shall, at all times during normal business hours, have the right to enter into and upon the premises where the leased equipment is located and shall be permitted to inspect the equipment to assure itself that LESSEE is complying with the requirements of this lease. LESSEE shall keep LESSOR advised of the location of the leased equipment at all times for the purpose of this paragraph.

9. It is understood and agreed that LESSEE is going to use the said equipment at, and move it to, various different locations during the term hereof. In connection therewith, and in connection with its performance of all the terms and conditions of this lease, LESSEE agrees to hold LESSOR harmless from, and hereby indemnifies LESSOR against, any claim for loss or damage whatsoever, and, further, to hold LESSOR harmless from any penalty for any violation of any Federal, State or local law by LESSEE.

10. The leased equipment at all times shall remain and be LESSOR's sole and exclusive property and the LESSEE shall have no right of property therein, except only the right to use the same upon the conditions herein contained.

11. Should the equipment or its use, or this leasing thereof, be subjected to any taxes, including, but not limited to, Personal Property Taxes, or liens arising from such taxes during the term hereof, LESSEE agrees to assume and pay the same. All notices pertaining thereto and received by LESSOR shall be promptly forwarded to LESSEE for payment and LESSEE agrees to pay the same promptly following receipt thereof, whether forwarded by LESSOR or received directly by LESSEE. If for any reason LESSEE should fail to pay the same following receipt of notice that same is due and the LESSOR is subsequently required to pay the same, LESSEE agrees to promptly reimburse LESSOR following notice and proof thereof.

12. If the LESSEE shall fail to pay any rental or other sums due under this lease or shall fail to observe or perform any other term, condition or provision of this lease, or if any proceeding in bankruptcy, insolvency, reorganization, receivership or assignment for benefit of creditors be instituted by or against LESSEE or its property, and as a result of any of the foregoing LESSEE fails, refuses or is unable to make the payments required of LESSEE or to perform any of the other obligations of LESSEE under the terms of this lease, LESSOR, in addition to any other rights or remedies it may have by law, at its election may (a) without retaking possession of the leased equipment, hold the LESSEE liable for all rents and other sums accrued and unpaid prior to any such default by the LESSEE and for all rents and other sums which shall become due thereafter under the terms of this lease and may recover such sums from the LESSEE from time to time as they become due or at any time thereafter (subject to any applicable statutes or limitation) or (b) retake possession of the leased equipment and either, (i) terminate this lease and the LESSEE's interest in the equipment by giving LESSEE written notice to that effect, in which event the LESSEE shall be liable for all rents and other sums accrued and unpaid prior to such termination, or (ii) without terminating this lease, lease the equipment to a third party for the account of LESSEE and recover monthly from the LESSEE any deficiency between the rents provided for herein and those received from such third party. The LESSOR's election to pursue the remedy provided in clause (b) (ii) above shall not be construed as an election to terminate this lease unless and until the LESSOR gives the LESSEE

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written notice to that effect.

13. LESSEE shall not make or allow to be made any changes whatsoever to the leased equipment except by LESSOR or with prior written consent of LESSOR.

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14. It is understood and agreed that LESSOR shall not be responsible for any claim or damage whatsoever resulting from failures in operation of the leased equipment whether direct, proximate, consequential or otherwise.

15. LESSEE agrees, at its own expense, to obtain maximum comprehensive coverage for the full value of the leased equipment with a recognized insurer, to name LESSOR as a coinsured, and to provide LESSOR with a true copy of the policy, or endorsement and Certificate of Insurance. LESSEE further agrees at its own expense to have LESSOR included under its Public Liability and Property Damage insurance coverage as a coinsured with regard to the herein leased equipment, or if such be not possible under the terms of said insurance, then LESSEE agrees to obtain such other insurance for the protection of LESSOR as provides not less than \$50/100/10 Thousand minimum Public Liability and Property Damage coverage, and, in either case, to provide LESSOR with a true copy of that policy, or endorsement and Certificate of Insurance.

16. Upon termination of the lease, as provided in paragraph 12, LESSEE shall forthwith deliver said equipment to LESSOR, at its address as herein stated, or at such other address of LESSOR as LESSOR may designate, within the State of California, complete and in good working order and condition, reasonable wear and tear excepted, and shall pay to LESSOR such sums as are due under the terms hereof, and any other charges that may be due to cover replacement, broken or missing parts at LESSOR's regularly established and then prevailing prices.

17. The terms and conditions of this agreement cannot be waived or altered, except in writing, by an authorized officer of LESSOR.

18. Options are hereby granted by the LESSOR to LESSEE to purchase the equipment which is the subject of this lease. These options are granted and shall be exercisable, provided LESSEE is not in default at the time LESSEE exercises the options to purchase, only at one month prior to the expiration of each year of the five-year term of the lease, as follows:

The purchase price for the Vote Counters shall be as follows: Micro Fiched

On the 1st day of the 13th month of the lease	\$115,935.00
On the 1st day of the 25th month of the lease	\$ 94,620.00
On the 1st day of the 37th month of the lease	\$ 72,219.00
On the 1st day of the 49th month of the lease	\$ 48,677.00
On the last day of the 60th month of the lease.....	\$ 29,016.00

LESSEE's exercise of the said options to purchase shall be by one month's prior notice thereof, in writing, as aforesaid, sent by registered or certified mail to LESSOR, and shall be effected by delivering into LESSOR's hands LESSEE's check in the full amount of said purchase price on or before the day hereinabove provided, at which time LESSEE will be furnished a Bill of Sale covering said equipment. Micro Fiched

LESSEE shall not lose its last right to exercise said options although LESSEE may not have given timely notice of its exercise, unless LESSEE shall fail to exercise the same within 10 days after receipt of written notice from LESSOR to do so and to make prompt payment thereafter.

The options hereinabove granted may be exercised by LESSEE, as aforesaid, with regard to all or part of the leased equipment; for each Vote Counter unit LESSEE desires to purchase LESSEE shall pay to LESSOR one-fifth of the purchase price -- for each Vote Counter provided hereinabove and applicable at the date the option is exercised, LESSEE shall be furnished a Bill of Sale therefor, and the subsequent rental payments and option prices shall be decreased in proportion.

The purchase prices hereinabove set forth include California state and local sales or use tax at the rate of 4%, and the rental payments specified in this lease agreement shall also include such sales or use tax if the same shall apply to the lease transaction. In the event that a change should occur in the amount or rate of sales or use taxes applicable to either the lease or purchases, or both, as provided in this lease agreement then the difference in the amount of such tax actually due shall be promptly paid by LESSEE to LESSOR on receipt of notice if the tax is increased, or refunded by LESSOR to LESSEE if the tax is decreased.

It is understood and agreed by and between the parties hereto that should the equipment which is the subject matter of this agreement not reasonably satisfactorily perform in the June, 1966 Primary, LESSEE may, on or before the 14th day of July, 1966 (but not otherwise) advise LESSOR in writing of its decision to cancel and void this agreement without any further liability or obligation on its part and LESSOR does hereby agree to accept LESSEE's said decision and, in writing, agree to said cancellation.

19. In the event during the term hereof any item of the leased equipment is lost, destroyed, or damaged beyond repair, this lease shall thereupon forthwith terminate with respect to such item on payment to LESSOR of any rent then due, owing and unpaid together with the aggregate of the option purchase price payable for the item on the option purchase date next following such loss, destruction, or damage, plus the rental payments payable for such item from the time of such loss, destruction, or damage to said next following option purchase date. LESSEE will receive a credit against the foregoing for the amount, if any, received by LESSOR from the proceeds of the hereinabove provided for insurance. Micro Fiched

20. This lease agreement is not and is not to be construed to be a conditional sale or other sales or purchase contract, and is wholly independent of and severable from any warranty, maintenance, service or other agreement or obligation of LESSOR respecting the leased equipment.

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21. This lease agreement shall be binding upon and shall inure to the benefit of the assigns and successors of the respective parties hereto and in the event LESSOR incurs collection expense, including attorneys' fees, in enforcing any payment obligations of LESSEE hereunder, LESSEE agrees to pay a reasonable additional sum for such expense.

22. This agreement shall be construed in accordance with the laws of and shall be deemed to have been executed in the State of California.

23. This agreement shall be binding and effective upon its being duly executed by both of the parties hereto and its effective date shall be the date affixed hereon by the last signator hereto.

DATED: 3/28/66

DATED: MARCH 28, 1966

CUBIC CORPORATION, LESSOR

COUNTY OF YOLO, LESSEE

By [Signature]

By [Signature]
Chairman, Board of Supervisors

Title: Vice Pres.

and

ATTEST:

By William B. Bunn

LAURENCE P. HENIGAN, COUNTY CLERK

Title: Secretary

By [Signature]

Title: DEPUTY CLERK

(SEAL)

(SEAL)

Approved as to Form

Dated March 22, 1966

[Signature]

County Counsel
of Yolo County

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FILED

MAR 28 1966

AGREEMENT NO. 66-25

LAURENCE P. HENIGAN, Clerk
Deputy

SERVICE AGREEMENT

This AGREEMENT between CUBIC CORPORATION and COUNTY OF YOLO is entered into concurrently with a lease agreement for 5 Votronics Vote Counters dated the same date by and between these same parties.

WHEREAS, by separate written agreement the COUNTY OF YOLO did on the 28th. day of

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MARCH, 1966, enter into a lease agreement to lease from CUBIC CORPORATION, a California Corporation, with its principal offices located at 9233 Balboa Avenue, San Diego 23, California, 5 Votronics Vote Counters, for a period of five years, and

WHEREAS, it is necessary for the COUNTY OF YOLO to make provision for the care and maintenance of said leased equipment, and CUBIC is willing and desirous of furnishing said care and maintenance,

NOW THEREFORE the parties agree as follows:

1. The COUNTY OF YOLO hereby retains and hires CUBIC CORPORATION to service and maintain the said leased equipment, commencing with its delivery to the COUNTY OF YOLO and for a period of not less than five years thereafter to service and maintain the said leased equipment as more specifically set forth hereinbelow.
2. CUBIC agrees to furnish said care and maintenance for said period as more fully set forth hereinbelow.
3. For the 5-year period of this agreement CUBIC will furnish maintenance on and for the leased equipment, except that for the first two years following the delivery of the aforementioned leased equipment CUBIC will, at its own expense, promptly after receiving written notice thereof, repair, or, at CUBIC's option, replace each, any, or all of said leased equipment, including all necessary material, parts, and labor, if said machine or machines fail to operate as a result of any defect in the quality or workmanship in their manufacture.
4. To the extent not covered by the foregoing warranty, reconditioning, complete overhaul or replacement parts will be performed or furnished by CUBIC, at reasonable charges, at the COUNTY's request and the COUNTY agrees to promptly pay for the same in accordance with CUBIC's normal billing procedures.

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5. Four service calls per year will be regularly scheduled to suit the COUNTY OF YOLO convenience, where possible. This agreement will not cover any emergency calls requested during the contract period. All such extra calls will be charged at CUBIC's then current listed rates for labor and travel. When two or more such unscheduled service calls can be covered in one trip, however, travel expenses will be equitably divided among them.
6. All CUBIC service calls will be handled only by trained personnel qualified to handle the inspection, adjustment and repairs necessary to ensure good operating efficiency.
7. This agreement does not cover the repairs of damages caused by accident, fire, water, forces of nature, or unwarranted abuse. Upon written notice from, and request of, COUNTY to repair such damages, at COUNTY's expense, CUBIC agrees to repair or replace said damaged equipment, and COUNTY agrees upon being notified of CUBIC's charges therefor to promptly pay the same.
8. The COUNTY OF YOLO agrees to pay as an annual charge, in advance, on the first day of each year during which this agreement is in effect, commencing with the first day of the third year, the sum of \$ 125.00 . The aforementioned sum of \$ 125.00 is based upon a charge of \$ 25.00 per counter per year.
- Should the COUNTY OF YOLO purchase any of the 5 machines being leased concurrently with the execution of this agreement, then and in that case, for each counter so purchased the total annual service charge will be reduced by \$ 25.00 . However, the COUNTY OF YOLO shall have the option at the time it makes any such purchase, as aforesaid, to continue to have said purchased machines serviced under the terms of this agreement.
9. In the event the COUNTY OF YOLO elects to purchase any Votronics Vote Counters from CUBIC outside of the lease, but during the term of the lease, CUBIC agrees to provide for the service of those machines as is provided hereinabove for the leased machines, upon being requested so to do by the COUNTY OF YOLO.
10. CUBIC hereby agrees to defend, at CUBIC's expense, or provide for the defense of, the COUNTY OF YOLO in any litigation instituted against the COUNTY OF YOLO which is based upon a claim of infringement of any United States Letters Patent arising out of the use of the equipment covered by this agreement, whether such litigation be based upon a claim for damages or injunction, or both. CUBIC further agrees to assume and hold the COUNTY OF YOLO harmless from any monetary damages, if such should be awarded, against the COUNTY OF YOLO in any such litigation.

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11. CUBIC agrees to provide training for the COUNTY OF YOLO's designated employees in the proper use and operation of the said leased equipment, and CUBIC further agrees to provide the COUNTY OF YOLO with a sufficient number of manuals covering the procedure for operation of the Votronics Vote Counter, Model No. 23P, as approved by the California State Commission on Voting Machines and Vote Tabulating Devices, for use with the said leased equipment. CUBIC further agrees to furnish the County with technical support of and for said leased equipment during its use at major elections during the term of this agreement.

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12. Upon the purchase by the COUNTY OF YOLO of any of the equipment being leased concurrently with the execution of this agreement, or outside of that agreement, CUBIC, with and for each unit purchased, will provide the COUNTY OF YOLO an operation and maintenance manual, prepared in accordance with CUBIC's normal commercial practices and designed to enable a qualified technician to service and maintain the said leased equipment.

13. To the extent that the equipment covered by this service agreement is lost, destroyed or damaged beyond repair during the term hereof, and the above mentioned lease is terminated on that account, this service agreement shall also to that extent thereupon terminate and any outstanding balances under the terms of this agreement, as between the parties hereto, shall be adjusted, and paid or repaid as the case may be, to the date of such termination.

14. This agreement shall be binding and effective upon its being duly executed by both of the parties hereto and its effective date shall be the date affixed hereon by the last signator hereto.

DATED: 3/22/66

DATED: MARCH 28, 1966

CUBIC CORPORATION, LESSOR

COUNTY OF YOLO, LESSEE

BY [Signature]

BY [Signature]

Title: Vice Pres.

Chairman, Board of Supervisors

and

ATTEST:

Micro Fiched

BY [Signature]

LAURENCE P. HENIGAN, COUNTY CLERK

Title: Secretary

BY [Signature]

Title: DEPUTY CLERK

(SEAL)

Approved as to Form

(SEAL)

Dated 3/28/66
[Signature]
County Clerk
of Yolo County

COUNTY-STATE AGREEMENT NO. 15
FEDERAL-AID SECONDARY ROADS03
DistrictYolo
CountyFEDERAL PROJECT S-533(1)ROAD 99ETHIS AGREEMENT, made in duplicate this _____ day of _____, 1966by and between the COUNTY OF YOLO, State of California,
hereinafter referred to as the "County," and the DEPARTMENT OF PUBLIC WORKS
(Division of Highways) of the State of California, hereinafter referred to as the "Department."

WITNESSETH:

It is agreed between the parties that the project or projects hereinafter described shall
be constructed under and pursuant to, and in accordance with the provisions of the attached
Exhibits A and B, which exhibits are hereby made a part of this agreement.Yolo County agrees to provide necessary matching
funds prior to award of contract.The Board of Supervisors of the County of Yolo by
Resolution dated _____, 1966 has approved this agreement and
authorized its execution.IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals the day
and year first above written.

Approval Recommended:

District Engineer_____
CITY AND COUNTY PROJECTS ENGINEER

Approved as to Form and Procedure:

ATTORNEY for the DepartmentCounty of Yolo_____
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA_____
STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYSJ. C. WOMACK
State Highway Engineer

By

Deputy State Highway Engineer

Approved as to Form

Dated 3/14/66_____
County Engineer
of Yolo County

Agreement No. 66-26

Exhibit A

Article I. This agreement is made in the light of the following facts and circumstances:

1. Under the provisions of the Federal-Aid Highway Act certain funds are authorized to be appropriated for expenditure on a system of principal secondary roads to be selected by the State highway departments in cooperation with the county supervisors and the Commissioner of Public Roads. The route upon which the subject project is proposed has been so selected and approved by the Commissioner of Public Roads for inclusion in the Federal-Aid Secondary Road System. Federal-Aid Highway funds are now available for obligation to the subject project.

2. The Department is required to enter into an agreement with the Commissioner of Public Roads relative to the prosecution of this project and the obligation of participating Federal-Aid funds.

Wherefore, in consideration of the premises herein contained, the parties agree as follows:

Article II. Cooperation with the United States.**MAINTENANCE**

1. The Federal-Aid Acts require that the maintenance of projects constructed thereunder shall be the responsibility of the State. It is a project for which the Department proposes to provide maintenance by an agreement with the County shall not be approved of any project previously improved with Federal funds under the provisions of the Federal Highway Act, is awarded and accepted, which the County has agreed to maintain, is not being satisfactorily maintained as determined by the Commissioner.

It is therefore agreed that after completion of said project or usable portions thereof, and upon notice of such completion, the County will maintain the completed works in a manner satisfactory to the authorized agents of the United States.

Article III. Control of Work.**RIGHT OF WAY**

The furnishing of rights of way is provided for herein includes, in addition to all real property required for the improvement free and clear of obstructions and encumbrances, the payment of damages to real property not actually taken but injuriously affected by the proposed improvement.

1. Such rights of way as are necessary for the construction of the proposed improvement, will be furnished by the County.

2. It is understood that a contract for the construction of this project or any portion thereof cannot be awarded until the necessary right of way has been made available.

3. The County will furnish to the Department prior to advertising of the project evidence that necessary rights of way are available for construction purposes.

4. The County agrees to pay from county funds any costs, which are incurred in connection with this project, which arise out of right of way litigation or delays to the contractor because right of way has not been made available to him for the timely prosecution of the work.

ENGINEERING

Preliminary Engineering—The term "preliminary engineering" as used herein includes all preliminary work, including but not restricted to, preliminary surveys and report, laboratory work, soil investigation, preparation of plans, design and advertising.

Construction Engineering—The term "construction engineering" as used herein includes actual inspection of the work, necessary construction taking, laboratory and field testing, field reports and records, estimates, final report, and allowable expenses of employees engaged therein.

County employees shall perform all engineering work. It is understood that the Department is held responsible by the United States Government for the conduct of the work and for satisfactory results and that the Department may not delegate its responsibility. It is therefore agreed that the Department will exercise general supervision over the work and may take direct control of the subject project at its discretion when it is deemed that the responsibility of the Department requires.

When the cost of Right of Way, Preliminary Engineering or Construction Engineering, incurred by the County is to be borne in part by Federal-Aid funds, the Department will reimburse the County for services performed on the basis of the actual cost thereof to the County including compensation and expense of personnel working on the project, the required materials and the use of county-owned automobiles at the rate of four cents per mile, provided, however, that the County will contribute its general administrative and overhead expense. Payments for such work will be made by the Department upon receipt of bills therefor, prepared in such form and supported by such detail as may be prescribed by the Department. The Department and the Bureau of Public Roads shall be given access to the County's books and records for the purpose of checking costs paid or to be paid by the Department hereunder.

AWARD OF CONTRACT

Actual construction work will be performed by contract. The Department will make the final preparation for advertising, will advertise and award the contract and will make payments to the contractor as the same become due.

Prior to advertising for bids the County and the Department must agree on an engineer's estimate as to the estimated cost of the project. No contract for an amount in excess of said engineer's estimate will be awarded unless sufficient funds are available and both the Department and County agree to such award.

Article IV. Special Covenants.

1. Nonparticipating Terms. All costs ruled ineligible under the Federal-Aid Highway Acts but properly chargeable to this project shall be paid by the County.

2. Preliminary Engineering. All preliminary engineering charges, including the cost of advertising, have been or will be paid by the County from funds other than those provided by the Federal-Aid Highway Acts.

3. Construction Engineering. — construction engineering is included in the estimated cost and may be paid from Federal and County funds.

4. Claims. Since this project is not on a State Highway, State Highway funds may not be used to finance any costs including claims submitted by the contractor, Public Utilities, Rights of Way or other permanent charges.

In the event that such claims are submitted and the Bureau of Public Roads and State Attorneys rule such claims cannot be paid by funds provided by the Federal-Aid Highway Acts the County will upon the demand of the Department, deposit with the State Treasurer, a sum sufficient to cover the cost of any or all claims.

Article V.

In case of conflict between any of the provisions contained in Exhibits A and B, the provisions of Exhibit B shall govern.

Exhibit B

ARTICLE VI - Location of Project and Brief Description of Work Proposed:

Approved Federal-aid Secondary Project S-533(1), in Yolo County, covering proposed two-lane bridge on ROAD 99E at Colusa Basin Drainage Canal 3 miles west of Knights Landing, net length 0.063 mile.

ARTICLE VII - Funds to be used for the Project:

1. The estimated cost of the project covered by this Agreement is:

PRELIMINARY ENGINEERING		\$ 4,500
Contract Items	\$113,589.80	
Supplemental Work	625.00	
Subtotal	<u>\$114,214.80</u>	
Contingencies	<u>5,785.20</u>	
CONTRACT TOTAL		\$120,000
CONSTRUCTION ENGINEERING (State-furnished)		<u>3,600</u>
TOTAL		<u>\$123,600</u>

2. On the basis of the above estimate, this project will be financed as follows:

Federal-aid Secondary Funds	\$ 70,793
State Highway Matching Funds	47,770
County Funds deposited to date	
for this project	4,500
County Funds to be deposited	5,037

3. The actual funds for the project will be set up after the bids for the work have been opened, and shall be on the basis of contract prices. The amounts shown under the various categories of Paragraph 2, above, may be adjusted from time to time as the needs of the parties make it desirable, provided that the balances available in any category, the total estimated project cost, or the maximum legal pro rata are not exceeded.

4. The County may, prior to opening of bids, deposit with the Division of Highways the amount shown in Paragraph 2, above, to permit prompt award of a contract on the basis of the lowest satisfactory bid within the estimate contained in this agreement. The Department will refund or transfer to other county projects any portion of such deposit not required for this project. The County agrees, in any event, to deposit with the Division of Highways the above amount, or such lesser amount as may be required to award a contract on the basis of the lowest satisfactory bid, within five days of being notified of the amount of the bid and the proposed financing.

ARTICLE VIII - Special Covenants:

The County agrees to construct any necessary approaches to line, grade, and section approved by the Division of Highways and the Bureau of Public Roads, with or without Federal aid.

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MOLO COUNTRY03-Wol-533-GR
S-533(1)
COUNTRY ROAD 992
Micro Filled

	<u>FAS Funds</u>	<u>State Matching Funds</u>	<u>County Funds</u>
ALLOCATIONS & DEPOSITS:	\$1,250,482.00	\$718,782.00	\$156,029.64
LESS OBLIGATIONS:			
Adjusted Projects	504,049.00	261,154.00	78,406.94
S-1158(2)	109,536.00	78,560.00	9,775.10
S-1196(2)	217,652.00	149,348.00	23,453.82
S-1196(3)	219,344.00	148,873.00	10,667.51
S-533(1)			4,500.00
Probable Future Balances	\$119,901.00	\$ 80,847.00	\$21,206.27
Less Savings still in work orders (Unreverted)	13,000.00	8,783.00	17,602.46
Less Savings still in projects (reverted)			250.11
Less Unused portions of deposits in projects			3,027.00
AVAILABLE BALANCE	\$106,901.00	\$ 72,064.00	\$ 310.70

FW:lw
3/18/66

Micro Filled

FILED

MAR 28 1966

AGREEMENT NO. 66-27
COUNTY OF YOLO, CALIFORNIA

LAURENCE P. HENIGAN, Clerk
Laurence P. Henigan
Deputy

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 28th day
of March, 19 66, by and between

Thomas J. Holland

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and per-
formed by the said County, and under the conditions expres-
sed in the two bonds, bearing even date with this contract,
and hereunto attached, the said Contractor agrees with said
County at his own proper cost and expense, to do all the
work and furnish all the materials, except such as are
mentioned in the specifications and plans to be furnished
by said County necessary to construct and complete in a
good workmanlike and substantial manner and to the satisfaction
of the Department of Public Works, of the County of Yolo,

Bridge No. 1-3.8 on the Colusa-Yolo County Line at the Colusa Basin

Drainage Canal

(Description and Location of Project)

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

The work to be done is shown upon a set of plans
entitled County of Yolo, Department of Public Works,
Bridge No. 1-3.8 on Colusa-Yolo County Line, County Road 1 at Colusa
Basin Drainage Canal

(Plan Index No.) (WO # 4047)

Approved February 4, 1966 (date), by the Director of Public
Works, which said set of plans is hereby made a part of this
contract.

ARTICLE II - And the said Contractor agrees to receive and
accept the prices as set forth in the accepted proposal as
full compensation for furnishing all materials and for
doing all the work contemplated and embraced in this
agreement; also for all loss or damage arising out of the
nature of the work aforesaid, or from the action of the
elements, or from any unforeseen difficulties or obstruc-
tions which may arise or be encountered in the prosecution of
the work until its acceptance by the County of Yolo, and for
all risks of every description connected with the work; also
for all expenses incurred by or in consequence of the suspen-
sion or discontinuance of work and for well and faithfully
completing the work, and the whole thereof, in the manner
and according to the plans and specifications, and the
requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for
commencement of said work to be within fifteen (15) days
next after the date of this Contract and for its completion
to be within Ninery (90) working days next after
the actual date of commencement; and further promises and
agrees with the said Contractor to employ, and does hereby
employ, the said Contractor to provide the materials and to
do the work according to the terms and conditions herein
contained and referred to, for the prices aforesaid, and
hereby contracts to pay the same at the time, in the manner
and upon the conditions above set forth; and the County and
the Contractor for themselves, their heirs, executors,
administrators, successors and assigns, do hereby agree to
the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County
and the Contractor that the time of service of any laborer,
workman or mechanic employed upon any part of the foregoing
work shall be limited and restricted to eight (8) hours
during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE VI - It is further stipulated and agreed by and between the County and the Contractor hereto that no alien shall be employed upon any part of the foregoing work, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except to work upon public, military or naval defenses or work in time of war. For any breach of any of the stipulations contained in the above paragraphs relative to hours of labor, rates of wages and employment of aliens, the Contractor shall forfeit to the said Board of Supervisors of the County of Yolo, to be retained by said County out of monies payable to said party under the terms of this Contract, a penalty in the sum of Ten (10) Dollars per day for each laborer, workman or mechanic employed in the execution of said Contract, by said Contractor, or any subcontractor under it for each calendar day during which any such laborer, workman or mechanic is required and/or permitted to labor more than eight (8) hours in violation of and/or is paid a rate of wages in violation of the provisions of said paragraphs and the stipulations of this Contract.

ARTICLE VII - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

COUNTY OF YOLO

ATTEST:

Laurence P. Henrich, Clerk

By John E. Jones Deputy

By

James E. Smith
Chairman of the Board of Supervisors

By

James E. Smith
Contractor

FILED

MAR 28 1966

LAURENCE P. HENIGAN, Clerk

By Rate E. Lucas Deputy

RESOLUTION NO. 66 -33

RESOLUTION APPROVING AMENDMENT TO CO-
OPERATIVE AGREEMENT 65-30H18-EMERGENCY
FLOOD RELIEF LAW-1965 APPROPRIATION

Micro Filled

WHEREAS, an amendment to Cooperative Agreement 65-30H18
Emergency Flood Relief Law 1965 Appropriation has been presented; and

WHEREAS, the Board of Supervisors of Yolo County has heard and
read said agreement in full and is familiar with the contents.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors
of Yolo County that said agreement is hereby approved and Supervisor
McDermott, Chairman of the Board of Supervisors, is directed to sign the
same in behalf of the County of Yolo.

PASSED, APPROVED AND ADOPTED by the Board of Supervisors of
the County of Yolo, State of California, on the 28th day of March
 , 1966, by the following vote:

AYES: Duncan, Vaughan, Stephens, Conner, McDermott.

NOES: None.

ABSENT: None.

McDermott
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, Clerk

By Rate E. Lucas Deputy
(Seal)

APPROVED AS TO FORM:

County Counsel

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EMERGENCY FLOOD RELIEF LAW
1965 APPROPRIATION
AMENDMENT TO COOPERATIVE AGREEMENT 65-30H18ROADS, STREETS AND BRIDGESYOLO COUNTYWORK PROJECT 65-30H18

Micro Filled

THIS AMENDMENT TO AGREEMENT 65-30H18 made in quadruplicate, this 28th day of MARCH, 1966, by and between YOLO COUNTY, hereinafter referred to as the "Local Agency" and the STATE OF CALIFORNIA, acting by and through the Department of Public Works, hereinafter referred to as the "Department,"

W I T N E S S E T H:

WHEREAS, pursuant to Chapter 27, Statutes of 1965, and the Emergency Flood Relief Law, the parties hereto on October 4, 1965, entered into Cooperative Agreement 65-30H18 arranging for financial assistance to the Local Agency in meeting costs to repair or restore storm and flood damage which occurred between December 1, 1964 and June 30, 1965, to certain real property; and

WHEREAS, said parties now desire to amend said COOPERATIVE AGREEMENT 65-30H18 to provide for an increase in the estimates of cost necessary to complete Item 1, Paragraph 1, Article II, as planned;

NOW, THEREFORE, IT IS AGREED as follows:

A. Item 1 of Paragraph 1 and Paragraph 5 of Article II of said Agreement is amended to be as follows:

Item No.	FAS No. Co.Rd.No.	Road Name and Limits	Description of Work	Estimated Cost
1	FAS 1157 139	SOUTH RIVER ROAD at Freeport.	Restore roadbed, base, and surfacing at washout; replace slope protection. (Includes anticipated Federal "ER" reimbursement in amount of \$11,400.)	\$19,000
TOTAL				\$19,000

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FILED

JUL - 5 1966

LAURENCE P. MORGAN, Clerk

By Edith E. Lucas
Deputy

Agreement No. 66-28

5. The work is to be financed as follows:

State Funds, Chapter 27, Statutes of
1965, (includes anticipated Federal-
aid Emergency Relief Funds reimbursement
of \$11,400.)

\$11,400

Funds to be provided by the Local Agency

7,600

TOTAL

\$19,000

Filed

Of the above funds, the sum of \$7,600 represents the Local Agency's contribution computed in accordance with the formula in the Emergency Flood Relief Law.

Except as herein amended, all terms and conditions of said Agreement 65-30H18 shall remain in full force and effect.

YOLO COUNTY by resolution passed at a meeting of the Board of Supervisors held on MARCH 28, 1966, a copy of which is attached hereto, has approved this Agreement Amendment and authorized its execution.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the day and year first above written.

APPROVAL RECOMMENDED

YOLO COUNTY

[Signature]
City & County Projects Engineer

By [Signature]
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA.
Department of Public Works

APPROVAL RECOMMENDED

[Signature]
Deputy State Highway Engineer

JOHN ERRECA
Director
By [Signature]
RAY VARLEY
Assistant Director

APPROVED AS TO FORM AND PROCEDURE

APR 20 1966

[Signature]
Attorney for State

Approved as to Form
Dated [Signature]
[Signature]
County Clerk
of Yolo County
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FILED

MAR 28 1966

LAURENCE F. HENNINGSON, Clerk

By *Laurence F. Henningson*
Clerk

RESOLUTION NO. 66-29

(Resolution authorizing execution of Lease
and Service Agreement as to vote tabulating
equipment)

Micro Fiched

WHEREAS, there has been submitted to this Board that certain Lease Agreement and Option to Purchase by and between the COUNTY OF YOLO, as LESSEE, and CUBIC CORPORATION, as LESSOR, dated 3/28/66, for the lease of vote tabulating equipment; and

WHEREAS, there has also been submitted to this Board that certain Service Agreement by and between the COUNTY OF YOLO and CUBIC CORPORATION dated 3/28/66 providing for the servicing and maintenance of said leased vote tabulating equipment; and

WHEREAS, it appears to this Board that the rental provided for in said lease represents the fair rental value of said equipment; and

WHEREAS, said lease also grants to the COUNTY OF YOLO an option to purchase the leased equipment at certain times for certain option prices, and it further appears to this Board that the option prices represent the present estimate of this Board as to the fair market value of the leased equipment at the respective option dates; and

WHEREAS, in the judgment of this Board, it is in the best interest of the County of Yolo to do so.

NOW, THEREFORE, IT IS HEREBY RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Yolo, State of California, as follows:

1. That each of the foregoing recitals is true and correct.
2. That the County of Yolo enter into the mentioned Lease Agreement and Option to Purchase and Service Agreement.
3. That the Chairman of this Board of Supervisors be

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and he hereby is authorized and directed to execute on behalf of the County of Yolo that certain Lease Agreement and Option to Purchase by and between the County of Yolo as LESSEE and Cubic Corporation as LESSOR dated 3/28/66 for the lease of vote tabulating equipment.

4. That the Chairman of this Board of Supervisors be and he hereby is authorized and directed to execute on behalf of the County that certain Service Agreement by and between the County of Yolo and Cubic Corporation dated 3/28/66 providing for the servicing and maintenance of the leased vote tabulating equipment.

5. That the Chairman of the Board of Supervisors be and he hereby is authorized and directed to execute on behalf of the County of Yolo a written consent of the County of Yolo to the assignment by Cubic Corporation of funds to be received pursuant to said Lease Agreement to such bank or other lender as Cubic Corporation may nominate.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 28th day of March, 1966, by the following vote:

AYES: Duncan, Vaughan, Stephens, Conner, McDermott.
NOES: None.
ABSENT: None.

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Wm McDermott
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY *Edith E. Lucas* DEPUTY
(SEAL)

AGREEMENT NO. 66-60-
SUPERSEDES THIS
AGREEMENT NO. 66-29
AUGUST 1, 1966.

AGREEMENT NO. 66-29

LEASE AGREEMENT

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G. DOUGLAS TIBBITTS and MARY TIBBITTS, owners of that certain real property located at Lincoln and Cleveland Streets, Woodland, California, known as the Continental Building, hereafter referred to as LESSORS, and the County of Yolo, a political subdivision of the State of California, hereafter referred to as LESSEES, do hereby agree as follows:

1. The parties hereto having entered into an agreement for the lease of the above described premises dated January 15, 1963, for a three (3) year period terminating on December 31, 1965, with provision therein that if there was a holding over by LESSEE after the expiration of said lease that the occupancy would be considered a tenancy from month to month at the same monthly rate of rent and under the same conditions contained therein, and LESSEE having held over with the consent of LESSOR, and the parties desiring to enter into a new lease agreement for the same premises, do hereby expressly revoke said month to month tenancy upon the execution of this agreement.

2. LESSORS do hereby lease to LESSEES approximately 4850 square feet of office space in the Continental Building for a term of four (4) years commencing April 1, 1966, and terminating on March 31, 1970.

3. The office space above mentioned consists of a 46' x 46' area in the center of said building, an 18' x 22' conference room and a 28' and 83' room on the South side of said building.

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4. The monthly rental for said office space shall be the sum of ONE THOUSAND ONE HUNDRED ELEVEN (\$1,111.00) DOLLARS, payable May 1, 1966, and at the end of each subsequent month of the term thereafter to

Agree No. 66-29

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1 and including April 1, 1970.

2 5. LESSORS shall furnish all utilities, including elec-
3 tricity, water, heating, and cooling (refrigerated air condition-
4 ing), all necessary janitor service, and insurance on the build-
5 ing, leased to LESSEES, but not to include any personal property
6 in said building the property of LESSEES.

7 6. LESSORS shall maintain the leased premises in good
8 repair and tenantable condition during the continuance of this
9 lease, or any renewal thereof, but shall not be responsible for
10 any damage to said building caused by the negligence or wilful
11 misconduct of LESSEES, but the latter shall be at the sole expense
12 of LESSEES.

13 7. If prior to the beginning date of this lease or dur-
14 ing the term thereof, including any renewal, said premises shall
15 be so injured, by fire or otherwise, as to be rendered unfit for
16 occupancy by LESSEES, then, in case said premises shall not be
17 repaired by LESSORS within thirty (30) days thereafter, this lease
18 may be canceled at the option of either LESSORS or LESSEES and
19 rent, if any, shall be payable only to the date of such injury.
20 Whenever the premises shall be so injured as aforesaid, the rent
21 shall thereupon cease and LESSORS shall refund to LESSEES the
22 unearned portion of any rent that may have been paid in advance.
23 However, if said premises shall be so slightly injured by fire or
24 otherwise, as to be not unfit for occupancy by LESSEES, then
25 LESSORS agree that the same shall be repaired with all reasonable
26 promptitude at LESSORS' expense and in that event there shall be
27 a fair abatement in the rate of rent payable during the time such
28 repairs are being made.

29 8. All improvements, additions, appliances, fixtures
30 and all other property of whatsoever nature, made to or placed
31 upon said premises by LESSEES at LESSEES' expense, shall be and
32 remain the property of LESSEES, and may be removed by LESSEES at

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1 any time before the termination of this lease, or any renewal
2 thereof, or within a reasonable time thereafter, and without
3 charge to the LESSEES except that in the event such removal shall
4 cause substantial damage to said premises, the LESSEES shall
5 repair such damage at LESSEES' expense. Micro Fiches

6 9. LESSORS agree to warrant and defend the title to
7 said premises and LESSORS also especially agree that LESSEES,
8 paying the rents and keeping the covenants of this lease, shall
9 peaceably and quietly hold, enjoy, and occupy said premises during
10 said term without any hindrance, or interruption by LESSORS or by
11 any other person or persons whomsoever.

12 10. The LESSORS agree and covenant that LESSORS at all
13 reasonable hours shall have free access to said premises, or any
14 part thereof, for the purpose of repairing, maintaining, examin-
15 ing or inspecting the conditions of the same or of exercising any
16 right or power reserved to the LESSORS under the terms and pro-
17 visions of this lease.

18 11. In the event that the real property taxes on the
19 premises leased herein increase during the term of this lease,
20 such increase may be taken into consideration in order to increase
21 the monthly rent in the event that LESSEES renew the within lease
22 at the termination of the present term. Any increase in LESSORS'
23 taxes shall, however, be prorated between LESSEES and any other
24 tenant of LESSORS which may occupy the premises. Micro Fiches

25 12. Should there at any time be any default in the cove-
26 nants, agreements, or conditions herein contained, it shall be
27 lawful for either LESSORS or LESSEES to declare this lease can-
28 celed and terminated, whereupon said leased premises shall be
29 delivered up by LESSEES to LESSORS as herein provided.

30 13. LESSEES shall have an option of renewing this lease,
31 at the expiration of the aforementioned term, for an additional
32 term of two (2) years, upon the same conditions, covenants, and

1 agreements herein set forth and at the same rate of rental herein
2 stipulated, by giving to LESSORS at least sixty (60) days written
3 notice prior to March 31, 1970, of LESSEES' desire to exercise
4 said option and renew this lease for such additional term. Micro Fiched

5 14. Any and all alterations to said leased premises shall
6 be at the sole expense of LESSEES and shall be made only after
7 obtaining the written consent of LESSORS thereto and after sub-
8 mitting to LESSORS plans for such alterations and/or improvements.

9 15. It is especially agreed and understood that any hold-
10 ing over, or continued use and/or occupancy, by LESSEES, of the
11 hereby leased premises after the expiration of this lease, shall
12 operate and be construed as a tenancy from month to month at the
13 same monthly rate of rent set out herein and under the same con-
14 ditions in force at the expiration of this lease.

15 16. Each and every covenant, agreement, term, provision,
16 and condition herein contained shall extend to and be binding
17 upon the respective heirs, legal representatives, successors and
18 assigns of the parties hereto, and shall be deemed and treated
19 as covenants running with the premises during the term hereon;
20 but no change or division in the ownership of the leased premises,
21 or of the rents payable hereunder, shall operate to enlarge the
22 obligations or diminish the rights of LESSEES, and no such change
23 or division in ownership shall be binding on LESSEES for any
24 purpose until LESSEES shall have been furnished with a certified
25 copy of recorded instrument, or other legally authenticated writ-
26 ten instrument, evidencing such change or division in ownership.

27 17. It is understood that the person or persons securing
28 this lease on behalf of LESSEES are without authority to make any
29 covenant or agreement not herein expressed. Micro Fiched

30 18. LESSEES shall not have the right or privilege of sub-
31 letting said premises, or assigning this lease or any portion
32

1 thereof without first having obtained the consent of LESSORS
2 thereto; this, however, shall not be construed to apply to the
3 utilization of said leased premises, or any part thereof, for
4 use by Yolo County Offices of one type or another. Micro Fiched

5 19. In further consideration for the rent specified in
6 Paragraph (4) hereof the LESSORS grant to the LESSEES the right
7 of use by LESSEES' employees of the restrooms and lounges in said
8 building.

9 IN WITNESS WHEREOF, the within lease has been executed by
10 the parties hereto on the _____ day of April, 1966.

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13
14 G. DOUGLAS YIBBITTS, LESSOR

15
16
17 MARY YIBBITTS, LESSOR

18
19 COUNTY OF YOLO, a political sub-
20 division of the State of California

21 BY J. W. McDERMOTT
22 CHAIRMAN OF THE BOARD OF SUPERVISORS
23 COUNTY OF YOLO, STATE OF CALIFORNIA
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To:

Auditor
Co. Counsel
Tibbetts
Public Works
Purchasing

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BOARD OF SUPERVISORS
Yolo County, California

Date: April 4, 1966
Entry No. 12

File:
BUILDINGS-LEASED-203 Lincoln
Avenue-for Public Works, Parks
Building and Planning Depts.

SEE:
AGREEMENT BOOK NO. 2

MINUTE ORDER NO. 66-290: APPROVED AGREEMENT NO. 66-29 FOR YOLO COUNTY TO LEASE BUILDING LOCATED AT 203 LINCOLN AVENUE, WOODLAND, CALIFORNIA, FROM G. DOUGLAS AND MARY TIBBETTS, AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN SAID AGREEMENT.

Upon motion of Supervisor Vaughan, seconded by Supervisor Duncan, and duly carried, the above Minute Order and Agreement were approved by the following vote:

Ayes: Duncan, Vaughan, Stephens, Conner, McDermott.

Noes: None.

Absent: None.

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FILED

APR 12 1966

LAURENCE B. HENICAN, Clerk

By *Baldred A. Rodgers*
Deputy

AGREEMENT NO. 66-30

LEASE

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WHEREAS, the County of Yolo as LESSOR and CLARENCE DANIELSON and E. C. PRINGLE, JR. as LESSEES, entered into a lease of certain real property dated April 10th, 1962; and

WHEREAS, the description of the leased property contained in said lease is inexact or erroneous in certain respects; and

WHEREAS, the County of Yolo desires to take a portion of the leased premises which is required for public improvements; and

WHEREAS, the parties desire to modify said lease to reflect the taking by the County and an accurate description of the leased property;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Solely in consideration of the covenants of the parties set forth herein and subject to the terms and conditions hereof, it is hereby agreed by the parties that paragraph 1 of said lease shall be and hereby is modified to read as follows:

1. LESSOR leases to LESSEE that certain real property situated in the County of Yolo, known as the "County Farm", more particularly described as follows:

PARCEL 1 BEGINNING at a point located Westerly 723.6' and Southerly 7.5' from a concrete monument marking the center of Section 30, Township 10 North, Range 2 East, said point being the southwest corner of the Yolo County Juvenile Hall property; THENCE from said point of beginning, Westerly along an existing fence line 250' more or less; thence Northerly 120' more or less; thence Westerly 60' more or less to an existing fence line; thence Northerly along said fence line 45', thence Westerly along an existing fence line 300' more or less to a point in the East line of the West half of the West half of said Section 30; thence Northerly along an existing fence line 1150' more or less to the Northwest corner of the Southeast quarter of the Northwest quarter of said Section 30; thence Easterly along an existing fence line 1335' more or less to the Northeast corner of the Southeast quarter of the Northwest quarter of Section 30; thence Southerly along an existing fence line 570' more or less; thence Westerly along an existing fence line 330'; thence Southerly along an existing fence line 330' more or less; thence Easterly 29'; thence Southerly along an existing fence

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line 120'; thence Westerly along an existing fence line 446'; thence Southerly along an existing fence line 275' more or less to the point of beginning, containing 30.834 acres more or less. Excepting therefrom an easement to City of Woodland as per Resolution 66-6 of the Board of Supervisors, Yolo County.

PARCEL 2 COMMENCING at a concrete monument marking the center of Section 30, Township 10 North, Range 2 East, M.D.B.M.; Thence North 89°35'15" West 320.00 feet, thence South 00°27'53" West 29.50 feet to the TRUE POINT OF BEGINNING; THENCE South 00°27'53" West 473.83 feet; thence North 89°29'37" West 205.01 feet to the Northeast corner of THE CITY OF WOODLAND PROPERTY as recorded in THE OFFICE OF THE YOLO COUNTY RECORDER in Book 9 of Maps and Surveys on Page 107; thence North 89°29'37" West 804.57 feet along the North line of said CITY OF WOODLAND PROPERTY to the Northwest corner of said PROPERTY; thence North 00°13'12" East 472.23 feet; thence South 89°35'15" East 1,011.56 feet to the TRUE POINT OF BEGINNING. Containing 10.975 acres more or less.

2. Solely in consideration of the covenants of the parties set forth herein and subject to the terms and conditions hereof, LESSEES hereby quitclaim to LESSOR all right, title and interest to the real property described in said lease dated April 10th, 1962, saving and excepting therefrom the real property described in paragraph 1 thereof as that paragraph as herein modified.

3. Solely in consideration of the provisions hereof and subject to the terms and conditions set forth herein LESSEES hereby waive any and all right to compensation for loss as a result of the covenants or quitclaims contained herein.

4. Until such time as the Director of Public Works of LESSOR gives notice to vacate, LESSEE shall have the right to farm the portion of the premises taken for public improvements to the extent that such area farmed is not occupied by the public use or required for construction in connection therewith.

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Dated this 11th day of APRIL, 1966.

COUNTY OF YOLO, a political subdivision of the State of California

BY [Signature]
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

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Clarence Danilsson
CLARENCE DANILSSON

E. C. Pringle, Jr.
E. C. PRINGLE, JR.

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FILED
APR 18 1966
LAURENCE P. HENIGAN, Clerk
By *John C. Lucas*
Deputy
Micro Fiched

AGREEMENT NO. 66-31

THIS AGREEMENT made and entered into this 18th day of April, 1966, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called "County" and YOLO ENGINEERS AND SURVEYORS, INC., licensed engineers, Woodland, California, hereinafter called "Engineer";

WITNESSETH:

WHEREAS, it is necessary that engineering services be obtained for the preparation of a preliminary engineering report for the proposed Madison Water System.

NOW, THEREFORE, the County and the Engineer agree as follows:

1. County employs Engineer to advise the Board of Supervisors of the County of Yolo and its officers and agents and to prepare the preliminary engineering report for the Madison Community Water System all in accordance with applicable standards and criteria set forth in FHA Instruction 424.2 and any other applicable standards.

2. Engineer shall furnish and perform, in a manner satisfactory to County, the following professional services required for preliminary report, said services including, but not limited to the following:

- A. (1) The general planning of the proposed improvement work including the development of design criteria and standards;
- (2) Preliminary layouts;
- (3) Quantity and cost estimates of the work.
- (4) Preparation of the preliminary engineering report necessary for the loan and/or grant by the Federal Government for the construction of the water system.

3. County shall pay to Engineer as compensation for all such services, a sum determined on the following basis:

Agreement No. 66-31

1 9. Engineer shall complete and present to County for approval
2 final report and cost estimate not later than two (2) months from date of
3 contract. Micro Fiched

4 IN WITNESS WHEREOF, the parties hereto have executed this
5 Agreement the day and year first above written.

6 COUNTY OF YOLO, a political
7 subdivision of the State of California

8
9 By W. M. DeMaat
10 Chairman of the Board of Supervisors
County of Yolo, State of California

11 ATTEST:
12 LAURENCE P. HENIGAN, CLERK

13 BY Robt. E. Lucas Deputy
(Seal)

14 APPROVED AS TO FORM:

15 YOLO ENGINEERS & SURVEYORS, INC.
16 Licensed Engineers, Woodland, California

17 LEWIS F. SHENAR

18 County Counsel

19 By E. M. Bell
20 Title: Pres.

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32 Micro Fiched

FILED

AGREEMENT NO. 66-32
(Co-Operative Agreement)

APR 18 1966
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

This Agreement made and entered into this 18th day of April,
1966, by and between the County of Yolo, hereinafter called "County" and
Adams, Schwab and Adams Micro Filled
hereinafter called "Developer".

WITNESSETH:

WHEREAS, Gibson Road near its intersection with State Highway 113
is narrow in width; and

WHEREAS, it would be in the public interest to have said Gibson Road
widened on the South side; and

WHEREAS, Developer has offered to dedicate additional right of way
and, in addition, pay the cost of certain improvements,

NOW, THEREFORE, in consideration of the premises and mutual
benefits to be derived from the widening of Gibson Road immediately West
of State Highway 113, the parties agree as follows:

ARTICLE I - The County agrees as follows:

- (1) To prepare plans and specifications and award and administer a
construction contract for the widening of Gibson Road (S/S) be-
tween State Highway 113 and 310 feet westerly and to provide for
the installation of necessary railroad grade crossing protection
work and the widening of the railroad grade crossing.

ARTICLE II - The Developer agrees as follows:

- (1) To grant a Highway Easement Deed to the County of Yolo for the
necessary additional right of way on the S/S of Gibson Road.
- (2) To pay the cost of constructing concrete curb, gutter, sidewalk
and driveway and necessary base material beneath those items
of work plus 10% of the cost of such work to cover the cost of
incidentals and administration within the limits of Developer's

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Agreement No. 66-32

frontage on Gibson Road.

- (3) To deposit with the County the sum of \$1300 within 30 days of the execution of this agreement--said deposit being the estimated cost of work outlined in (2) above.

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- (4) To reimburse the County within 60 days after billing by the County for any additional costs over and above the estimated sum set forth in Paragraph (3) above. If the final cost of said work is less than that deposited by the Developer, County will reimburse Developer the difference within thirty (30) days after acceptance of the project by the County. All costs shall be determined from the final contract bid prices and as built measurements upon completion.

IN WITNESS WHEREOF the parties have hereunto set their hand the day and year first above written.

COUNTY

W. M. DeMott
Chairman, Board of Supervisors
County of Yolo, State of California

DEVELOPER

ADAMS, SCHWAB and ADAMS

By William Osborn Adams
William Osborn Adams

APPROVED AS TO FORM:
L. J. F. SHERIDAN

By [Signature]
County Counsel

Micro Fiched

FILED

APR 18 1966

LAURENCE P. HENIGAN, Clerk
By *Robert E. Lucas*
Deputy

AGREEMENT NO. 66-33

THIS AGREEMENT, made and entered into this 8th day of April, 1966, by and between RECLAMATION DISTRICT NO. 108, a public agency, party of the first part, hereafter referred to as DISTRICT, and the COUNTY OF YOLO, party of the second part, hereafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, a controversy exists between the parties hereto as to the respective rights, duties and obligations of the parties hereto with reference to the property hereinafter described, under and by virtue of the Revenue and Taxation Code of the State of California (Chapter 9, Part 6, Div. 1, Sections 3900 through 3913) and concerning the payment by DISTRICT of certain rentals on property owned by it in lieu of taxes; and

WHEREAS, the parties hereto desire to compromise and fully settle, satisfy and adjust said controversy in the manner hereafter set forth, and to amend and modify agreements covering said subject matter between the parties hereto dated the 16th day of February, 1953, February 10, 1961 and April 9, 1965.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. On April 15, 1966, DISTRICT will pay to COUNTY Seventy-two Thousand, Eight Hundred Sixteen and 60/100 Dollars (\$72,816.60) out of rentals derived by it from property owned by said DISTRICT situate, lying and being in the County of Yolo, State of California, and known as Tract No. 6 on the Rolls of Assessment No. 5 of said DISTRICT, said tract containing approximately 8100.82 acres of land, more or less.

2. On the 15th day of April of each and every calendar

Micro Fiched

year thereafter, the DISTRICT will pay to said COUNTY out of the rentals derived from said property the same amount, to wit: Seventy-two Thousand, Eight Hundred Sixteen and 60/100 Dollars (\$72,816.60) so long as it continues to own the whole of said property. In the event that the DISTRICT sells or otherwise disposes of said property the obligation of the DISTRICT hereunder will fully terminate. In the event that DISTRICT sells or ceases to own any part of said property the payment to be made thereon shall be reduced in proportion to the acreage sold or otherwise disposed of. For the purpose of ascertaining the payments due hereunder the status of the ownership of said property shall be determined as of April 15th in each calendar year. *Micro Fiched*

3. It is expressly agreed that upon payment of the sums of money herein stipulated to be paid, said DISTRICT shall be released and discharged of any and all obligations arising directly or indirectly under the Revenue and Taxation Code of the State of California, or any other obligation to pay money in lieu of taxes.

The obligation of the DISTRICT hereunder is to make payments only out of rentals from said property and cannot in any event exceed the amount of rentals received by said DISTRICT.

Either party shall have the right to abrogate and terminate this contract after the payment of April 15, 1966, by giving written notice to the other thirty (30) days prior to April 15th of each year. *Micro Fiched*

This agreement shall abrogate and supersede the agreements between the same parties covering this subject matter dated the 16th day of February, 1953, the 10th day of February, 1961 and April 9, 1965.

IN WITNESS WHEREOF, the parties hereto, under and pursuant to authority of their governing bodies, have caused these presents

to be executed by their officers hereunto duly authorized.

Micro Fiched

RECLAMATION DISTRICT NO. 108

By

Earl J. H. H. H.

Vito M. H. H. H.

Emory R. H. H. H.

TRUSTEES

Party of the First Part

ATTEST:

L. P. H. H. H.
Secretary

COUNTY OF YOLO

By

M. H. H. H. H.

CHAIRMAN OF THE BOARD OF SUPERVISORS

Party of the Second Part

ATTEST:

LAURENCE P. HENIGAN, CLERK

By

John E. H. H. H.
(SEAL)

DEPUTY

Micro Fiched

FILED

APR 18 1966

AGREEMENT NO. 66-34

LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

LEASE

LEASE, made by County of Yolo, a political subdivision of the State of California, hereinafter referred to as "LESSOR", and ROBERT L. BROWN, hereinafter referred to as "LESSEE",

IT IS MUTUALLY AGREED as follows:

Micro Fiched

1. Leasing and Term: LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, the house and lot owned by LESSOR located at 819 Court Street, Woodland, Yolo County, California, for a term commencing on April 17, 1966, and ending on the date specified by either party in a written notice of intention to terminate, in any event said date of termination shall be no earlier than thirty (30) days from the date of receipt by either party of said notice of intention to terminate.

2. Rent: The rent therefor shall be the sum of Fifty Dollars (\$50.00) per month, due on or before the 17th day of each and every month throughout the term of this lease.

3. Use of Premises: LESSEE shall use said premises only as a private residence, and in connection therewith shall comply with all governmental laws and regulations.

4. Assignment and Sub-Letting: LESSEE shall neither assign this Lease, nor sub-let the whole or any part of said premises, without the written consent of LESSOR.

Micro Fiched

5. Waiver of Benefits: LESSEE hereby waives all rights and benefits under Section 1941 and 1942 of the California Civil Code, and hereby releases, and promises to indemnify and save harmless, LESSOR from any and all claims, demands, liabilities, and actions for damages which may be sustained by LESSEE, or any other persons, during the time LESSEE may be in possession of said premises.

1 6. Utilities: LESSEE shall pay for all utilities includ-
2 ing, but not limited to, water, gas, electricity, garbage removal
3 and telephone services. Micro Fiched

4 7. Garden and Grounds: LESSEE shall, at his/her own cost
5 and expense, maintain the garden and grounds in a good and husband-
6 like manner.

7 8. Improvements: LESSEE may make improvements to said
8 premises which are agreed upon in writing by LESSOR, in which
9 event LESSEE shall pay for the materials used and all other ex-
10 penses incurred in connection therewith. Such improvements shall
11 become the property of LESSOR.

12 9. Surrender of Premises: LESSEE shall promptly surrender
13 the premises to LESSOR at the expiration of the term of this Lease,
14 in good order and repair, reasonable wear and tear and damage of
15 the elements excepted.

16 10. Legal Fees: In the event LESSOR is required to commence
17 legal proceedings to enforce the terms and conditions of this
18 Lease, or to recover possession of said premises, LESSEE shall pay
19 all costs in connection therewith.

20 11. Scope of Agreement: This Lease constitutes the entire
21 agreement between the parties. This Lease may not be modified ex-
22 cept by an agreement in writing signed by the party against whom
23 the enforcement of any waiver, change, modification or discharge
24 is sought.

25 IN WITNESS WHEREOF, the parties have executed this Lease
26 in duplicate, this 18th day of April, 1966.

27 LESSOR
28 COUNTY OF YOLO, a political sub-
29 division of the State of California
30 BY J. W. McDERMOTT
31 CHAIRMAN OF THE BOARD OF SUPERVISORS

32 LESSEE Robert L. Brown
ROBERT L. BROWN

COUNTY INSPECTION SERVICE AGREEMENT

YOLO COUNTY
AGREEMENT NO. 66-35

THIS AGREEMENT, made and entered into this 18th day of April, 1966, by and between the County of YOLO, hereinafter referred to as the County, and the California Fresh Peach Advisory Board, hereinafter referred to as the Board, acting pursuant to the authority of the Director of Agriculture of the State of California;

Micro Fiched

WITNESSETH

WHEREAS, the Director of Agriculture of the State of California, has issued and made effective a Marketing Order entitled Marketing Order California Fresh Peach which Marketing Order became effective on April 25, 1950, and

WHEREAS, pursuant to the provisions of said Marketing Order, the Board, with the approval of the Director of Agriculture, is authorized to arrange for the inspection, certification and enforcement services required pursuant to said Marketing Order and rules and regulations recommended by the Board and approved by the Director of Agriculture, and

WHEREAS, the Board desires to enter into an agreement with the County, wherein and whereby the County Agricultural Commissioner, his deputies, inspectors, and other assistants will provide inspection, certification, and enforcement services upon Peaches, hereinafter referred to as the commodity, in said County pursuant to the provisions of said Marketing Order and said rules and regulations made effective by the Director of Agriculture thereunder, and

WHEREAS, the County Agricultural Commissioner, his deputies, inspectors and other assistants are in a position, by reason of their location, experience, and the performance of other similar duties under the provisions of the Agricultural Code of the State of California, to provide the necessary inspection, certification, and enforcement services required by the said Board.

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto as follows:

1. For the purposes of this Agreement the County, through its Board of Supervisors, expressly approves and accepts the appointment, and the Board, with the approval of the Director of Agriculture, hereby appoints and designates the County Agricultural Commissioner, his deputies, inspectors, and other assistants as official agents of the Board to perform the inspection, certification, and enforcement services agreed to be performed herein. It is mutually understood and agreed, however, that since the said Commissioner, his deputies, inspectors, and other assistants are regularly employed by the County and their services to the Board hereunder will be upon a part-time and seasonal basis only, compensation therefore will be made by the Board directly to the County in the amount or at the rates set forth in Paragraph 6 hereof.

2. It is mutually understood and agreed that the Board, with the approval of the Director, shall be responsible for the establishment of the official grade specifications and tolerances or other requirements together with the general procedures to be followed for inspection and certification and for enforcement activities agreed upon to be performed hereunder. The principal duties of the Commissioner, his deputies, inspectors, and other assistants assigned to the work agreed upon to be performed hereunder shall be those of providing an official inspection and certification service and including certain specified enforcement services. In the performance of their duties specified hereunder the Commissioner, his deputies, inspectors, and other assistants so assigned shall be official agents of the Board and exempt from personal liability in the performance of such duties as provided in Section 1300.21 of the Agricultural Code.

FILED
MAY 12 1966
LAURENCE B. HENNING, Clerk

3. The Agricultural Commissioner, insofar as is reasonably possible, will perform such inspection, certification, and enforcement services agreed upon hereunder in accordance with the provisions of the said Marketing Order and rules and regulations made effective thereunder upon all lots of the commodity upon which inspection and certification is requested by producers, shippers, distributors, or other handlers in the said County or upon the request of an authorized representative of the Board or of the Bureau of Marketing, California State Department of Agriculture; and in addition the said Commissioner, his deputies, and inspectors will upon their own initiative perform inspection upon lots obviously appearing not in compliance with seasonal marketing regulations relating to quality, grade, size, maturity, condition or pack, or any rules and regulations relating thereto and made effective pursuant to said Marketing Order. In connection with such inspection and certification services the Commissioner, his deputies, inspectors and other assistants under authority of the said Director, will affix and remove hold-tags provided by the Bureau of Marketing upon any lots of the commodity which do not meet the said seasonal marketing regulations or other requirements relating thereto and will report to the Bureau of Marketing and to the Board any lots which fail to so comply. Micro Fiched
4. Insofar as is reasonably possible the Agricultural Commissioner, will provide an adequate number of inspectors to perform the duties required hereunder.
5. No Marketing Order inspection certificate shall be issued unless:
- A. Inspector has been issued a valid Standardization Certificate, and
 - B. The lot to be covered by the inspection certificate has been assembled; or each container to be covered by the certificate has been completely prepared for market, and
 - C. The lot has been inspected in accordance with procedures under either 1 or 2 below:
 - 1. The lot has been inspected pursuant to the requirements of Section 1367 of Title 3, California Agricultural Administrative Code (representative sample), or
 - 2. The inspector has observed the fruit during the packing operation including an observation of the bins, belt and packing operation; has examined the fruit within containers closely during the day and has also examined containers of fruit immediately prior to the writing of the certificate. The inspector must have observed enough of the operation at the packing sheds each day so that he is convinced the fruit meets the requirements of the grade, size, pack and maturity regulations applicable. A certificate issued pursuant to this method shall be designated "lot inspected".
6. The Board agrees to pay the County for the additional expenses incurred by the County in performing the inspection, certification and enforcement services performed pursuant to this Agreement at the rate of not to exceed Six Hundred and ten dollars (\$610.00) per month and ten cents (\$.10) per mile for mileage allowance accumulated in the performance of this contractual agreement.
- _____
- _____
- _____
- _____
- _____
- _____

The Board will make such payments to the County through the Director of Agriculture, said payments to be based upon appropriate billings presented to the Board in triplicate by the Agricultural Commissioner following the last day of each calendar month.

7. The compensation set forth in paragraph 6 hereof is in part payment of necessary workmen's compensation premiums covering the services of the said Commissioner, his deputies, inspectors and other assistants while acting as official agents of the Board in performing the inspection, certification and enforcement activities agreed upon pursuant to the terms of this Agreement and County shall provide the necessary workmen's compensation insurance without further expense to the Board. Micro Fiched
8. This Agreement is not assignable by the County either in whole or in part.
9. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto and that no oral understandings and agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing between the parties hereto, shall be binding upon any of the parties hereto.
10. The term of this Agreement shall be from May 1st., 1966, to and including October 31st., 1966; said Agreement, however, shall not be binding upon either party hereto unless and until the same has been approved by the Director of Agriculture; provided, however, that this Agreement may be terminated by either party hereto upon giving fifteen (15) days written notice to the other party.

FAIR EMPLOYMENT PRACTICES ADDENDUM TO STANDARD AGREEMENT

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section. Micro Fiched

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 142b, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. Micro Fiched

IN WITNESS WHEREOF, this Agreement has been executed in quadruplicate by and on behalf of the parties hereto, the day and year first above written.

COUNTY OF YOLO

By *James D. ...*
Chairman, Board of Supervisors

CALIFORNIA FRESH PEACH ADVISORY BOARD

By *D. C. ...*
Manager

APPROVED:
CHARLES PAUL, DIRECTOR OF AGRICULTURE

ADMINISTRATIVE:
By *W. L. ...* 5/3/62
(Date)

Approved as to Form
Dated *5/11/62*
James D. ...
County Counsel
of Yolo County

Micro Fiched

FILED

MAY - 2 1966

LAURENCE P. HENIGAN, Clerk

By DEE E. LUCAS
Deputy

1 AGREEMENT NO. 66-36

2 (Maintenance of Putah Creek Angling Access Area)

3 Micro Fiched

4 THIS AGREEMENT made and entered into this 25th. day of
5 April, 1966, by and between ELMER FISHER, hereinafter referred to
6 as "CONTRACTOR" and the COUNTY OF YOLO, a political subdivision
7 of the State of California, hereinafter referred to as "COUNTY";

8 WITNESSETH:

9
10 WHEREAS, on the 27th day of April, 1964, by Agreement No.
11 64-46, COUNTY entered into an operation and maintenance agreement
12 with the State of California, Department of Fish and Game, regard-
13 ing the Putah Creek Angling Access Area wherein COUNTY agreed to
14 provide all necessary maintenance and upkeep of said angling access
15 area, said maintenance to include the keeping of the parking area,
16 sanitary facilities, and other improvements located thereon, in
17 good repair and free from unsightly conditions, and debris accumu-
18 lations; and

19 WHEREAS, COUNTY desires to hire CONTRACTOR to assure com-
20 petent patrol and maintenance services for the Putah Creek Angling
21 Access Area; and

22 WHEREAS, CONTRACTOR is an individual capable of rendering
23 the desired services for said access area.

24 NOW, THEREFORE, the parties hereto, for and in considera-
25 tion of the covenants, agreements, and stipulations hereinafter
26 expressed, do hereby mutually agree as follows:

27 Micro Fiched

28 1. CONTRACTOR agrees:

29 a. To serve in the capacity as patrolman and care-
30 taker of the Putah Creek Angling Access Area, and to open the area
31 to the public not later than 7:00 o'clock A. M. daily and to close
32 said area not later than 11:00 o'clock P. M.

b. To maintain order and prohibit overnight camping

Agreement No 66-36

1 in said angling access area and enforce all rules and regulations
2 governing same as adopted by COUNTY.

3 c. To provide all necessary maintenance and upkeep of
4 said angling access area for the term hereof and said maintenance
5 shall include, but not be limited to, the keeping of the parking
6 area, sanitary facilities and other improvements thereon in good
7 repair and free from unsightly conditions and debris accumulations.

8 d. To provide and maintain for himself a suitable
9 uniform to be worn during the performance of his duties under this
10 agreement.

11 e. To perform such other duties as may be necessary
12 to maintain a proper recreation area.

13 2. COUNTY agrees:

14 a. To pay to CONTRACTOR the sum of Three Hundred Fifty
15 (\$350.00) Dollars per month during the term of this agreement con-
16 ditioned upon the CONTRACTOR'S submitting a proper claim as may be
17 required by the County Auditor-Controller.

18 b. To provide CONTRACTOR with a pickup truck to be
19 used exclusively by CONTRACTOR in the carrying out of his duties
20 under this agreement.

21 c. To provide necessary gasoline, oil and vehicular
22 maintenance through its county yard located at Winters, California.

23 3. This agreement is not assignable by CONTRACTOR in whole
24 or in part without the written consent of COUNTY first had and ob-
25 tained, and any such assignment without written consent of the
26 COUNTY first had and obtained shall be null and void.

27 4. That the parties hereto agree that CONTRACTOR, in the
28 performance of this agreement, shall act in an independent capacity
29 and not as an officer or employee of COUNTY.

30 5. That this agreement shall be for a term of two (2)
31 years commencing with May 1, 1966, and ending April 30, 1968.
32

1 This agreement may be cancelled and terminated by either
2 party hereto by a thirty-day written notice of intention to cancel
3 and terminate said agreement.

4 IN WITNESS WHEREOF, the parties hereto have set their
5 hands and seals the day and year first above written.

6
7 COUNTY OF YOLO, a political subdivision
8 of the State of California

9 BY J. W. McDERMOTT
10 CHAIRMAN OF THE BOARD OF SUPERVISORS
11 COUNTY OF YOLO, STATE OF CALIFORNIA

12 *Elmer Fisher*

13 ELMER FISHER
ELMER FISHER

14 ATTEST:

15 LAURENCE P. HENIGAN, CLERK

16 BY *Pete E. Lucas* DEPUTY
17 (SEAL)

CALIFORNIA STATE DEPARTMENT OF PUBLIC HEALTH

Home Health Service Contract # _____

Contract for Providing Home Health Services

Micro Fiched

This agreement, made and entered into this 14th day of March, 1966 at Berkeley, California by and between the State of California, through its Department of Public Health, hereinafter called the State, and the County of Yolo, Division of Public Health Nursing hereinafter called the Contractor.

WHEREAS: The Congress of the United States, through the Public Health Service of the Department of Health, Education, and Welfare, has made certain funds available to the State of California to develop, improve or expand home health service agencies which meet the qualifying conditions for participation in the Health Insurance Program to provide home health services; and

WHEREAS, the Contractor has submitted to the State a proposal to develop, improve or expand his facilities for the provision of home health services, attached Exhibit A; and

WHEREAS, said proposal has been approved for funding by the State;

NOW THEREFORE, it is mutually agreed as follows:

1. The Contractor will carry out the services according to the attached approved proposal, marked Exhibit A, which exhibit, by this reference, is made a part hereof.
2. The period of this contract shall be from March 14, 1966 through March 13, 1967.
3. The State shall reimburse the Contractor, in arrears upon submission of an invoice in triplicate, for actual expenditures in accordance with the Budget herein contained, provided however, that any individual item of expenditure in the Budget may be exceeded by not more than 25%, if an explanation of the need for such excess accompanies the claim for reimbursement, and the total amount of this contract does not exceed \$3,844.
4. Periodic progress reports and a final report of project operations shall be submitted to the State.
5. The Contractor agrees that he will comply with the Civil Rights Act of 1964 (P.L. 88-352) to the end that, no person in the United States shall, on the grounds of race, color, or

Micro Fiched

Agreement 1966-37

national origin, be excluded from participation in; be denied the benefits of, or be otherwise subjected to discrimination under any program or activity which is supported by Federal Funds. In the event of non-compliance such Federal Funds will be withheld until compliance can be assured. Invoices will certify that services performed under this contract have been provided in compliance with Civil Rights Act of 1964.

Micro Fiched

6. The attached Fair Employment Practices Addendum (standard form 3) by reference hereto is incorporated as part of this contract.
7. For work or services performed by any individual under this contract, the Contractor shall not be reimbursed at rates in excess of (1) \$18.75 per hour during any 24-hour period, or (2) \$150 for any 24-hour period, inclusive of Contractor's overhead, profits, and expenses. In addition, the Contractor may be reimbursed for necessary travelling expenses and per diems for food and lodging at rates not to exceed those applicable to State employees under State Board of Control rules.
8. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workmen's compensation insurance at Contractor's own cost and expense.
9. The parties hereto agree that the Contractor, and any agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California. Micro Fiched
10. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the

Contractor: County of Yolo

Contract No.

-3-

State may proceed with the work in any manner deemed proper by State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand. Micro Fiches

11. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
12. The Contractor agrees to maintain and make available its financial and personnel records pertaining to these activities, for inspection by the State or its agents at any and all reasonable times.
13. Release of final payment will be made after acceptance by the State of the final report of the project.

Micro Fiches

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

By G. Leonard Johnston, Assistant Chief
Division of Administration

County of Yolo

By [Signature]
10 Cottonwood Street, P. O. Box 1157

Woodland, California 95695

DO NOT WRITE IN THIS SPACE

Public Health Federal Funds

Amount of this Estimate \$

I hereby certify upon my own personal knowledge that budget funds are available for this encumbrance (After Revision No.).

Accounting Officer

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section. Micro Fiched
2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
3. Remedies for Willful Violation:
 - (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
 - (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. Micro Fiched

HOME HEALTH SERVICE IMPLEMENTATION PROGRAM

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

Micro Fiches

Application for Contract

Agency Yolo County Health Department

Date February 15, 1966

Address 10 Cottonwood Street, P.O. Box 1157

Woodland, California 95695

Director Herbert Bauer, M.D.

Fiscal Officer Mr. John Dahler, County Treasurer

Address Courthouse, Woodland, California

Type of Agency (Please check)

☐ Coordinated Home Care

☒ Home Nursing Service

Amount Requested: \$3844.00

Contract Period: From As soon as available for one year
3/1/66 To 2/28/67 *ppm*

Plan for use of funds: (Additional pages may be used)

A Public Health Nursing Coordinator would prepare our department for extensive home nursing service by working in both hospitals of the community, namely a private hospital and the County hospital, select patients suitable for home nursing care, work with the health department and the local Medical Society in establishing ground rules for home care, devise proper referral procedures, and assist in orienting the health department nursing staff. Her activities would largely correspond to the program outlined by the American Nurses' Association in their pamphlet, "A Hospital Based Public Health Nurse".

It is of particular interest to note that the local branch of the Cancer Society is most interested in this program and has expressed its willingness to share in the financial expenditure by covering approximately half the estimated cost of the program. This would certainly seem a very tangible evidence of community participation.

NOTE: Signer must initial all changes - see paper clip(s) - on all copies. Please leave this note attached.

Micro Fiches

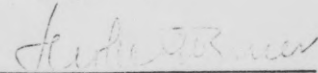
Budget:

Planning and implementation	---
Salaries and wages including	<u>\$7688.00</u>
Associated benefits	
Equipment	---
Operating expenses	---
Total	<u>\$7688.00</u>

Micro Fiched

(One-half of Total to be assumed by Cancer Society)

Signature



Herbert Bauer, M.D.
Public Health Director and
Director of Mental Health

Micro Fiched

FILED

RIGHT OF WAY AGREEMENT

County Highway

MAY - 4 1966
LAURENCE P. HENNINGAN, Clerk
By: PHILIP L. ...
Deputy
Micro Fiched

THIS AGREEMENT dated this 31st day of March, 1966, by and between the COUNTY OF YOLO, a political subdivision, herein- after called COUNTY, and OAKLAND BEAN CLEANING AND STORAGE COMPANY, a California corporation, hereinafter called GRANTOR,

W I T N E S S E T H:

WHEREAS, Document No. 64-3 in the form of a grant deed con- veying the following described real property:

All that real property situated in the County of Yolo, State of California, described as follows:

A portion of Section Fourteen, Township Eleven North, Range Two East, as described in Book 721 of Official Records at Page 235, more fully described as follows:

COMMENCING at the centerline intersection of Seventh Street and Railroad Street in the Town of Knights Landing, thence South 21° 20' 00" West along the centerline of said Railroad Street 606.20 feet to the intersection of said centerline and the South line of County Road 116 extended as exists December 1963; thence along said South line, South 88° 36' 35" East 138.30 feet to the intersection of said South line and the East right of way of S.P.R.R. thence continu- ing along the same line South 88° 36' 35" East 23.58 feet to THE TRUE POINT OF BEGINNING; THENCE continu- ing along said South line of County Road 116, South 88° 36' 35" East, 67.40 feet to a point in the East line of that parcel as described in said Book 721 Of- ficial Records, Page 235; thence along said East line, South 00° 57' 20" West 47.64 feet; thence leaving said East line in a southerly direction along a non- tangent curve to the left having a radius of 670.00 feet through a central angle of 00° 59' 22" an arc distance of 11.57 feet; thence South 68° 40' West, 127.20 feet to the East line of said S.P.R.R. said line is also the Westerly line of said parcel in Book 721 of Official Records at page 235; thence North 21° 20' East, 95.20 feet; thence North 68° 40' 00" East 30.15 feet to the true point of beginning.

Containing 0.167 acres, more or less.

has been executed and transmitted to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

Agree No 66-38

1 NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

2 1. In consideration of the covenants of GRANTOR, COUNTY
3 shall:

Micro Fiched

- 4 a. Pay to the other undersigned GRANTOR the sum of
5 \$800.00, in the manner hereinafter set forth.
6 b. Cause to be abandoned pursuant to Streets and High-
7 ways Code Sections 960.1 and 960.2 subject to the
8 reservation hereinafter mentioned the following
9 described portion of County Highway 116 which has
10 been superseded by relocation:

11 All that real property situated in the County
12 of Yolo, State of California, described as
follows:

13 COMMENCING at the centerline intersection of
14 Seventh and Railroad Streets in the Town of
15 Knights Landing; thence South $21^{\circ} 20' 00''$ West
16 along the centerline of said Railroad Street
17 606.20 feet to the intersection of said center-
18 line and the South line of County Road 116;
19 extended as exists in December, 1963; thence
20 along said South line South $88^{\circ} 36' 35''$ East
21 138.30 feet to the intersection of said South
22 line and the East right of way line of the
23 S.P.R.R., THE TRUE POINT OF BEGINNING; THENCE
24 continuing along the same line South $88^{\circ} 36' 35''$
25 East 23.58 feet; thence North $68^{\circ} 40' 00''$ East
26 102.98 feet more or less to the North extension
27 of the East line of the parcel of land described
28 in Book 721 of Official Records at page 235;
29 thence North $00^{\circ} 57' 20''$ East along said line
30 31.86 feet to the North line of said County Road
31 116; thence along said North line North $88^{\circ} 36' 35''$
32 West 68.74 feet to the East line of said S.P.R.R.
right of way; thence along said East line South
 $21^{\circ} 20' 00''$ West 63.82 feet to the true point of
beginning.

Excepting therefrom an easement over the North
25.00 feet for drainage and public utilities
purposes.

Micro Fiched

- 33 c. Quit claim to GRANTOR subject to the reservation
34 hereinafter mentioned the portion of County High-
35 way 116 abandoned pursuant to this agreement.
36 d. Cause the abandonment and quit claim pursuant to
37 this agreement to be subject to the reservation of

- 1 an easement for drainage and public utility pur-
2 poses upon the North 25.00 feet of the real property.
- 3 e. Pay the costs of revenue stamps and recording fees
4 for said Document No. 64-3 and policy of title
5 insurance upon the property by GRANTOR.
- 6 f. Deposit Document No. 64-3 in Escrow No. 52946,
7 Western Title Guaranty Company, Yolo County
8 Division. Micro Fiched
- 9 g. Dismiss with prejudice Yolo County Superior Court
10 special proceeding No. 20731, entitled County of
11 Yolo v. Oakland Bean Cleaning and Storage Company.
- 12 2. In consideration of the covenants of the COUNTY OF YOLO,
13 GRANTOR shall cause title to the real property to be
14 conveyed to the County of Yolo pursuant to this agree-
15 ment to be conveyed free and clear of all liens and en-
16 cumbrances except for exceptions Nos. 4 and 5 set forth
17 in the preliminary title report dated January 8th, 1964,
18 issued by Western Title Guaranty Company, Yolo County
19 Division.
- 20 3. It is mutually agreed as follows:
- 21 a. The parties have herein set forth the whole of
22 their agreement, and the performance of this agree-
23 ment constitutes the entire consideration for said
24 Document 64-3 and shall relieve the County of all
25 further obligation or claims on this account on ac-
26 count of the location, grade or construction of the
27 proposed public improvement. Micro Fiched
- 28 b. Performance of this agreement shall terminate any
29 any and all rights of GRANTOR in or to any sums on
30 deposit in the County Treasury, pursuant to Code of
31 Civil Procedure Section 1243.6 as security for im-
32 mediate possession of GRANTOR'S said real property

1 by COUNTY, and shall entitle COUNTY to the return
2 of any such sums.

Micro Fiched

3 c. Taxes shall be pro rated as of the close of escrow.

4 d. Evidence of title shall be a California land title
5 association standard coverage form policy of title
6 insurance issued by Western Title Insurance Company.

7 IN WITNESS WHEREOF, the parties hereto have executed these
8 presents by their officers thereunto duly authorized the day and
9 year first above written.

10
11 OAKLAND BEAN CLEANING AND STORAGE CO.,
12 a California corporation, GRANTOR

13 BY

14 PRESIDENT
(ORIGINAL SIGNATURES ON FILE ON)
(COPY OF AGREEMENT FILED WITH THE)
(CLERK.)

15 BY

16 SECRETARY
(ORIGINAL SIGNATURES ON FILE ON)
(COPY OF AGREEMENT FILED WITH THE)
(CLERK.)

17
18 COUNTY OF YOLO, a political subdivi-
19 sion

20 BY

21 Wm. M. Smith
CHAIRMAN OF THE BOARD OF SUPERVISORS

22
23 Recommended for Approval:

24 L. D. McMillan
25 HOWARD VAN ALSTON, JR.,
26 Director of Public Works

27 Micro Fiched
28
29
30
31
32

FILED

MAY - 2 1966

LAURENCE F. HENNING, Clerk

By *Fito & Lucas*
Deputy

RESOLUTION NO. 66-55

1 RESOLUTION OF ABANDONMENT AUTHORIZING QUIT CLAIM AND APPROVING
2 RIGHT OF WAY AGREEMENT

3
4 Micro Fiched

5 WHEREAS, the County of Yolo has caused a portion of County
6 Highway 116 to be relocated and the relocation supersedes a por-
7 tion of that County Highway; and

8 WHEREAS, abandonment of the superseded portion will not
9 cut off access of any person who, prior to said relocation, ad-
10 joined that highway; and

11 WHEREAS, it appears to this Board that the County owns a
12 fee title to the superseded portion of said County Highway 116 and
13 that that superseded portion is no longer needed by the County for
14 highway purposes; and

15 WHEREAS, the County desires to acquire from OAKLAND BEAN
16 CLEANING AND STORAGE COMPANY, a California corporation, fee title
17 to the real property described in a grant deed dated _____
18 March 31st, 1966, executed by that corporation to the County
19 of Yolo and described as Document No. 64-3, for the construction
20 of a part of the relocated portion of County Highway 116; and

21 WHEREAS, said corporation has offered said parcel in con-
22 sideration for the covenants and conditions set forth in a Right
23 of Way Agreement - County Highway dated March 31st, 1966,
24 which refers to Document No. 64-3, which terms and conditions in-
25 clude the quit claim by the County of Yolo of the superseded por-
26 tion of County Highway 116 to Oakland Bean Cleaning and Storage
27 Company, a California corporation; and

Micro Fiched

28 WHEREAS, it appears in the judgment of this Board to be in
29 the interest of the County of Yolo to abandon said superseded
30 portion, dispose of its property interest therein to said corpora-
31 tion and to approve said Right of Way Agreement - County Highway;
32

1 NOW, THEREFORE, IT IS HEREBY RESOLVED, ORDERED AND FOUND
2 AS FOLLOWS:

- 3 1. That each of the foregoing recitals is hereby found to
4 be true and correct. Micro Fiched
- 5 2. That the following described portion of County Highway
6 116 be and hereby is declared abandoned subject to a
7 reservation of an easement as hereinafter set forth,
8 and that a certified copy of this Resolution be filed
9 for record in the Office of the County Recorder.
- 10 3. That the mentioned Right of Way Agreement - County High-
11 way be and hereby is approved and the Chairman of this
12 Board of Supervisors be and he hereby is authorized to
13 execute said agreement.
- 14 4. That the County of Yolo quit claim said superseded por-
15 tion of County Highway 116 subject to the reservation
16 of an easement as hereinafter set forth to Oakland Bean
17 Cleaning and Storage Company, a California corporation,
18 and that the Chairman of this Board be and he hereby is
19 authorized to execute such a quit claim deed.
- 20 5. That the abandonment and quit claim authorized by this
21 resolution be subject to the reservation of an easement
22 for drainage and public utility purposes upon the North
23 25.00 feet of the real property.

24 PASSED AND ADOPTED by the Board of Supervisors of the County
25 of Yolo, State of California, this 2nd day of May, 1966, by
26 the following vote: Micro Fiched

27 AYES: Duncan, Vaughan, Stephens, Conner, McDermott.
28 NOES: None.
29 ABSENT: None.

30 *James McDermott*
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

31 ATTEST:
LAURENCE P. HENIGAN, CLERK

32 BY *John E. Lucas* DEPUTY
(SEAL)

A.—The Contractor shall keep himself fully informed of and at all times observe and comply with and shall cause all his agents and employees to observe and comply with all state and national laws and county and municipal ordinances and regulations and orders of public bodies which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work. He shall protect and indemnify the State of California and all officers and employees thereof, including but not limited to the Director and the State Highway Engineer, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, or order, whether by himself or his employees. If any discrepancy or any inconsistency is discovered in this contract in relation to any such law, ordinance, regulation, or order, he shall report the same to the Engineer in writing. Micro Fiched

B.—The attention of the Contractor is directed to, and he agrees to comply with, all of the applicable provisions of the Labor Code including those provisions requiring the payment of not less than the prevailing rate of wages; and prohibiting the employment of aliens on public works; and further agrees to the forfeitures provided for in said Code in the event a violation of any of the provisions occurs in the execution of this contract, and particularly to the provision that the Contractor shall, as a penalty to the State of California, forfeit \$25.00 for each workman employed in the execution of the contract by the contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code and in particular, Sections 1810 to 1815 inclusive thereof.

C.—The attention of the Contractor is also called to and he agrees to comply with the provisions of the "Buy American" Act, Sections 4300 to 4305 of the Government Code, pertaining to use of materials and supplies produced or manufactured in the United States.

D.—The mentioning of certain statutes in this contract shall not relieve the Contractor from the responsibility of complying with any other law applicable to the work to be done under the contract or to the service or equipment to be furnished hereunder.

E.—It is understood that the Contractor assumes all responsibility for repairs to his equipment during its use under this contract, and he also assumes all responsibility which may be imposed according to law for property damage or personal injuries caused by his operations under this contract.

F.—The cost of employer payments to or on behalf of employees, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments including sales taxes required by law or otherwise shall be included in the price bid and no additional allowance will be made therefor, except as otherwise specifically provided herein.

G.—It is expressly agreed that all persons engaged on this work are employees of the Contractor and that none are employees of the Department of Public Works of the State of California.

H.—Alterations, extensions of time, extra and additional work, and other authorized changes may be made without securing the consent of the sureties on the contract bonds.

I.—The Contractor warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability, paying only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee. Micro Fiched

J.—Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the traveling public from injury and damage from such equipment.

WHITE—HEADQUARTERS
YELLOW—CONTRACTOR
PINK—DISTRICT OFFICE
GOLDENROD—FIELDMAN
GREEN—CONTROLLER
BLUE—PROJECT CONTROL

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

Federal Participation

SOURCE		CHARGE		EXPENDITURE AUTHORIZATION		SPECIAL DESIGNATION (USE WHEN APPLICABLE)		OBJECT	AMOUNT
				GEN. LID.	SUB-ACCT.	BRIDGE NUMBERS	PRELIM. NO.		
DIST.	UNIT	DIST.	UNIT	MAINT. W/C ROUTE NO.		PRELIM. NO.	PRELIM. NO.		
				WORK ORDER NO.		PRELIM. NO.	PRELIM. NO.		
03	607			5031 VAR.				749	5,000.00

SERVICE CONTRACT

Marysville, CALIFORNIA

July 1, 1966

NOTE: THIS
NUMBER
TO BE
PLACED
ON ALL
BILLS

Micro Fiched

No. 33310

SHEET 2 OF 3 SHEETS

County of Yolo, c/o Herb. W. Chandler, Agricultural Commissioner
P.O. Box 175, Woodland, California

hereinafter called the contractor, hereby agrees to furnish the service or rental as hereinafter set forth to the Department of Public Works, Division of Highways, in accordance with the provisions on both sides of this form and on the attached sheets, if any, and agrees to receive and accept as full compensation therefor the prices named herein:

It is further understood that the following rates for labor, equipment and supplies will apply.

Labor	\$3.51 per hour
Spraying Outfit complete	12.00 per day
Supplies	Cost plus Sales Tax, 12 such applies

The County of Yolo agrees, pursuant to Government Code Section 895.4, to indemnify and hold harmless the State of California from any liability imposed for injury (as defined by Government Code Section 810.8) caused by a negligent or wrongful act or omission occurring in the performance of this agreement.

This Contract is in accordance with the Fair Employment Practices Addendum attached hereto and made a part hereof.

AMOUNT NOT TO EXCEED: \$5,000.00

TIME LIMIT: June 30, 1967

This Contract supersedes Service Contract No. 32665 which expires June 30, 1966.

Micro Fiched

The said Department of Public Works, Division of Highways, hereby agrees to the terms as above set forth, and hereby agrees to pay the same, provided, that by mutual consent this agreement may be modified or terminated at any time.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the year and date first above written.

DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

COUNTY OF YOLO

By: *[Signature]*
Assistant District Engineer

Contractor
By: *[Signature]*

Approved: *[Signature]* JUN 15 1966

Title or Position

MAIL BILLS IN TRIPLICATE TO:

A.—The Contractor shall keep himself fully informed of and at all times observe and comply with and shall cause all his agents and employees to observe and comply with all state and national laws and county and municipal ordinances and regulations and orders of public bodies which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work. He shall protect and indemnify the State of California and all officers and employees thereof, including but not limited to the Director and the State Highway Engineer, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, or order, whether by himself or his employees. If any discrepancy or any inconsistency is discovered in this contract in relation to any such law, ordinance, regulation, or order, he shall report the same to the Engineer in writing.

Micro Fiched

B.—The attention of the Contractor is directed to, and he agrees to comply with, all of the applicable provisions of the Labor Code including those provisions requiring the payment of not less than the prevailing rate of wages; and prohibiting the employment of aliens on public works; and further agrees to the forfeitures provided for in said Code in the event a violation of any of the provisions occurs in the execution of this contract, and particularly to the provision that the Contractor shall, as a penalty to the State of California, forfeit \$25.00 for each workman employed in the execution of the contract by the contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code and in particular, Sections 1810 to 1815 inclusive thereof.

C.—The attention of the Contractor is also called to and he agrees to comply with the provisions of the "Buy American" Act, Sections 4300 to 4305 of the Government Code, pertaining to use of materials and supplies produced or manufactured in the United States.

D.—The mentioning of certain statutes in this contract shall not relieve the Contractor from the responsibility of complying with any other law applicable to the work to be done under the contract or to the service or equipment to be furnished hereunder.

E.—It is understood that the Contractor assumes all responsibility for repairs to his equipment during its use under this contract, and he also assumes all responsibility which may be imposed according to law for property damage or personal injuries caused by his operations under this contract.

F.—The cost of employer payments to or on behalf of employees, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments including sales taxes required by law or otherwise shall be included in the price bid and no additional allowance will be made therefor, except as otherwise specifically provided herein.

G.—It is expressly agreed that all persons engaged on this work are employees of the Contractor and that none are employees of the Department of Public Works of the State of California.

H.—Alterations, extensions of time, extra and additional work, and other authorized changes may be made without securing the consent of the sureties on the contract bonds.

I.—The Contractor warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability, paying only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

J.—Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the traveling public from injury and damage from such equipment.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

Micro Fiched

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

Micro Fiched

STATE OF CALIFORNIA
STANDARD AGREEMENT

YOLO COUNTY
AGREEMENT NO. 66-40

CONTRACTOR -
STATE AGENCY -
DEPT. OF GENERAL SERVICES -
CONTROLLER -

NUMBER 282 All

THIS AGREEMENT, Made and entered into this 1st day of May, 1966, at Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected or appointed, qualified and acting

Assistant Chief, Division of Administration Department of Public Health
Title of officer with State
hereinafter called the State, and
Department or other agency

Micro Fiched

County of Yolo
hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. In that certain agreement between the State and the Contractor dated July 1, 1965 and first amended on January 1, 1966:
 - a. In paragraph 1, the first sentence is revised as follows:
"The Contractor shall maintain a cervical cytology screening program through the County Health Department for the detection of cervical cancer, including the performance of cytology examinations on women attending family planning clinics."
 - b. Paragraph 2 is revised as follows:
"The period of this contract shall be from July 1, 1965 through June 30, 1967."
 - c. Paragraph 3, as it pertains to total amount of contract is amended to read "not to exceed \$2,300", in lieu of "not to exceed \$800."
2. The Contractor agrees that he will comply with the Civil Rights Act of 1964 (P.L. 88-352) to the end that, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in; be denied the benefits of, or be otherwise subjected to discrimination under any program or activity which is supported by Federal Funds. In the

The provisions on the reverse side hereof constitute a part of this agreement. (Continued on reverse side)

IN WITNESS WHEREOF, This agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

STATE OF CALIFORNIA

Department of Public Health
Name of State agency

By *[Signature]*
Assistant Chief, Division of Administration
Title

Contractor County of Yolo
(If other than an individual, state whether a corporation, partnership, etc.)

By *[Signature]*
CHAIRMAN OF THE BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIF-
ORNIA.
Title

Address

(Continued on sheets, each bearing name of Contractor)

Micro Fiched

DO NOT WRITE IN THIS SPACE

To be
Charged
Against

APPROPRIATION Support Item 161 CH 757/65
FUNCTION OR FUND General Fund
LINE ITEM ALLOTMENT 256-40.7

F.Y. 65/66

☒ O.E. ☐ F.O.

1,500.00

Amount of this Estimate

INCREASED

15

Unencumbered remainder after posting this estimate to Allotment Expenditure Ledger

215,677.60

Adjustment increasing encumbrances

103,504.00

Adjustment decreasing encumbrances

I Hereby Certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. (After T.B.A. No. or B.R. No.)

Signature of Approving Officer

Δ 057

[Signature]
APPROVED

SEP 6 1966

BY *[Signature]*
Asst. Chief Counsel

1. The State hereby agrees to pay for the services and materials at the times, in the manner and for the consideration, herein expressed.

2. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workman's compensation insurance at Contractor's own cost and expense.

3. The parties hereto agree that the Contractor, and any agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

4. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

5. This agreement is not assignable by Contractor either in whole or in part.

Micro Filled

6. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

7. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

8. Contractor shall not be allowed or paid travel or per diem expenses unless set forth in this agreement.

event of non-compliance such Federal Funds will be withheld until compliance can be assured. Invoices will certify that services performed under this contract have been provided in compliance with Civil Rights Act of 1964.

3. The attached Fair Employment Practices Addendum (standard form 3) by reference hereto is incorporated as part of this contract.

4. All other terms and conditions of said contract shall remain in full force and effect.

Micro Filled

RE FILED

FILED

OCT 14 1966

LAURENCE P. HENIGAN, Clerk

By *[Signature]* Deputy

FILED

JUN 10 1966

LAURENCE P. HENIGAN, Clerk

By *[Signature]* Deputy

DEPARTMENT OF FINANCE

AUG 17 1966

BUDGET DIVISION

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; **rates of pay or other forms of compensation**; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section. Micro Fiched

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

Micro Fiched

FILED

JUN 28 1966

YOLO COUNTY
AGREEMENT NO. 66-41

LAURENCE P. HENIGAN, Clerk
By **BARBARA A. RODGERS**
AGREEMENT FOR DIAGNOSTIC AND TREATMENT
SERVICES AND TEMPORARY DETENTION IN
RECEPTION CENTERS AND CLINICS OF THE
DEPARTMENT OF THE YOUTH AUTHORITY

THIS AGREEMENT, made and entered into this 16th day of May, 1966, at Sacramento, California, by and between the STATE OF CALIFORNIA, through its duly appointed, qualified and acting Director of the Youth Authority, hereinafter called the State, and the COUNTY OF YOLO, hereinafter called the County.

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WHEREAS, Section 1752.1 of the Welfare and Institutions Code of the State of California provides that the Director of the Youth Authority may enter into contracts, with the approval of the Department of General Services, with any county of this State upon request of the Board of Supervisors thereof, wherein the Department of the Youth Authority agrees to provide diagnostic and treatment services and temporary detention during the period of study to the County of selected cases of persons eligible for commitment to the Department of the Youth Authority in connection with the operation of the juvenile court.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. In any case in which:

- (a) A minor has been determined by the Juvenile Court of said County to be a person described by Sections 601 or 602, Welfare and Institutions Code,
- (b) said court concludes that a disposition of the case in the best interest of the minor requires such observation and diagnosis as can be made at a diagnostic and treatment center of the Youth Authority, and
- (c) said court orders that such a minor be placed temporarily in such a center for a period not to exceed 90 days as authorized by Welfare and Institutions Code Section 704, and orders that the Director of the Youth Authority report to the court its diagnosis and recommendations concerning the minor within the 90-day period.

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The Department of the Youth Authority shall accept such person if it believes that the person can be materially benefited by such diagnostic and treatment services

Agreement No. 66-41

and if the Director of the Youth Authority certifies that staff and institutions are available; provided that no such person shall be transported to any facility under the jurisdiction of the Department of the Youth Authority until the Director of said Department has notified the referring court of the place to which said person is to be transported and of the time at which he can be received.

2. The County shall execute the court order by transporting such person to the facility indicated by the State and returning him therefrom to the court at no expense to the State.

Micro Fiched

3. The acceptance, temporary detention and delivery of such person shall be in accordance with instructions issued from time to time by the Director of the Youth Authority.

4. The Department of the Youth Authority shall provide diagnostic and treatment services and temporary detention during the period of study to the County for such accepted persons; and the Director of said Department shall, within the 90 days, cause such accepted person to be observed and examined and shall forward to the court his diagnosis and recommendations concerning such minor's future care, supervision, and treatment.

5. All such persons while under temporary detention by the Youth Authority pursuant to this contract shall be subject to the rules of the Youth Authority.

6. The County agrees to pay the State the sum of \$140.00 for each case studied plus \$5.76 per person for each day, or part of a day, of temporary detention, such costs having been determined by the Director of Finance to be necessary to reimburse the State for the costs incurred.

The State shall bill the County monthly, by means of itemized statements submitted in triplicate form for any such costs, and the County shall make remittance or payment thereof within thirty (30) days of receipt of any such billing.

Said remittance shall be mailed to:

Micro Fiched

Department of the Youth Authority
Departmental Accounting Office
State Office Building No. 1
Sacramento, California 95814

7. The period of this Agreement is from July 1, 1966 to June 30, 1967, inclusive; provided that the Agreement may be terminated by either party giving 30 days notice in writing.

Micro Fiched

Do not write in this space			
FORM	POLICY	MINUTE	
Department of General Services			
APPROVED			
ORIGINAL SIGNED BY JACK M. LAUGHLIN			
BY	JUN 20 1966		
Senior Counsel			

COUNTY OF YOLO

By *J. M. Laughlin*
CHAIRMAN, BOARD OF SUPERVISORS

Title COUNTY OF YOLO, STATE OF

STATE OF CALIFORNIA

Heman G. Stark, Director
Department of the Youth Authority

By *R. H. H. H. H.*

Title Fiscal Officer

NOTE: A certified copy of the resolution of the Board of Supervisors of the County authorizing the execution of this contract is to be attached to the contract.

Micro Fiched

Approved Copies to: Director of the Youth Authority
County
Department of General Services

FILED

JUL 20 1966

LAURENCE P. HENIGAN, Clerk
JERRY E. LUCAS
Deputy

YOLO COUNTY
AGREEMENT NO. 66-42

SCHOOL CROSSING GUARD AGREEMENT

This AGREEMENT, made and entered into on May 31, 1966,

2 by and between the DEPARTMENT OF CALIFORNIA HIGHWAY PATROL, State
3 of California, hereinafter called "State" and the COUNTY OF YOLO,
4 hereinafter called "County."

5 WITNESSETH:

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6 WHEREAS, the Board of Supervisors of the County of Yolo,
7 is desirous of providing adequate protection for public school
8 pupils who are required to cross heavily traveled streets, highways
9 and roadways in said County; and

10 WHEREAS, such protection could be afforded such public
11 school pupils by placing crossing guards at various locations in
12 said County; and

13 WHEREAS, the State is willing and desirous of providing
14 such crossing guards;

15 NOW, THEREFORE, the parties to hereby agree as follows:

16 1. The State shall provide the services of crossing
17 guards and relief guards as necessary at each of the locations
18 shown on School Crossing Guard Location List attached hereto and
19 by this reference made a part hereof, during the hours when pupils
20 are walking to and from nearby schools on school days during the
21 regular school year ending not later than June 30, 1967. Salaries
22 and wages shall be at rates usual for such services, as the State
23 may determine.

24 2. As consideration for the satisfactory performance
25 of the foregoing services, Board agrees to reimburse State for
26 salaries and wages, for the State's share of retirement Micro Fiched
27 contributions for such guards, applicable administration costs
28 of the State Employees Retirement System, health and welfare
29 benefits, OASDI contributions, and in addition shall pay an
30 amount equal to sixteen and one-half percent (16½) of such
31 reimbursable salaries and wages for general administrative expenses.

3. Not later than 30 days after the close of each month State shall bill County for all sums due for that month, and County shall promptly pay the same. Micro Fiched

4. From time to time during the term hereof, County may by resolution of its Board of Supervisors and delivery of certified copy thereof to State, delete from said Location List one or more of said locations, whereupon State shall promptly remove such guard and the obligation of County to pay therefor shall cease thereafter; and in the same manner, County may add one or more locations to said list, whereupon the services there provided shall thereafter be subject to this agreement.

5. The term of this agreement shall be from July 1, 1966, to June 30, 1967, but this agreement shall be subject to termination by either party upon giving the other party thirty (30) days' written notice prior to date of termination.

6. Notices and communications hereunder shall be given by each party to the other at their respective addresses as follows:

Department of California Highway Patrol County YOLO
Administrative Services Division
P. O. Box 898
Sacramento, California 95804

7. County shall indemnify and save harmless State, its officers and employees, from all liability for damages caused by a negligent or wrongful act or omission occurring in the performance of this agreement.

Approved as to Form

Dated 5/31/66

Benjamin S. Shearer
County Counsel
of Yolo County

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

By _____
(authorized signature)

Title _____

Micro Fiched

COUNTY

By _____

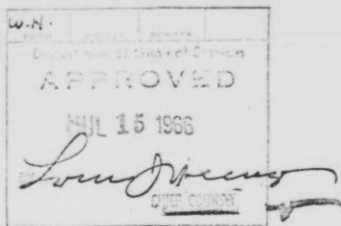
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF
Title CALIFORNIA.

Attest:

LAURENCE P. HENIGAN, CLERK

By PETE E. LUCAS
Deputy

(SEAL)



*Copies sent to
Auditor
People Works
C. Council
July 29, 1966*

Micro Fiched

EXHIBIT "A"

1. State shall provide the services of five (5) crossing guards at the following locations:
 1. West Acres Elementary School - West Capitol Avenue (formerly Highway 40) and West Acres Road.
 2. Westmore Oaks Elementary School - 16th and Park Boulevard (State Route 99).
 3. Arlington Oaks School - Jefferson Boulevard and Devon Avenue - West Sacramento.
 4. Grafton Elementary School - State Highway 113 at 6th Street in the Town of Knights Landing.
 5. Dunnigan School - Town of Dunnigan.

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YOLO COUNTY AGREEMENT
NO. 66-43

HEALTH INSURANCE BENEFITS AGREEMENT
(Agreement with Provider of Services Pursuant to
Section 1866 of the Social Security Act)

ID. NO. 05-0166

For the purpose of establishing eligibility for payment under Title XVIII of the Social Security Act, Yolo General Hospital, Woodland, California, hereinafter referred to as the provider of services, hereby agrees:

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(A) not to charge, except to the extent permitted by section 1866(a)(2) of such Act and regulations issued thereunder, any individual or any other person for items and services with respect to which the provider of services is precluded by reason of section 1866(a)(1) from charging such individual or such other person;

(B) to return any moneys incorrectly collected from such individual or such person, or to make such other disposition as may be specified in regulations.

This agreement, upon submission by the provider of services of acceptable assurance of compliance with the requirements of Title VI of the Civil Rights Act of 1964, and upon acceptance for filing, by the Secretary of Health, Education, and Welfare, shall be binding on such provider of services and the Secretary. The agreement may be terminated by either party in accordance with the provisions of section 1866(b)(1) and (2) of the Social Security Act and regulations thereunder. In the event of such termination, the obligations of the Secretary to make payment to the provider of services pursuant to this agreement shall be abrogated to the extent specified in section 1866(b)(3), (4) and (5) of such Act and regulations thereunder.

This agreement shall become effective when accepted for filing by the Secretary or his delegate.

FILED

JUN 4 1966

LAURENCE E. HENNING, Clerk

Robert Boyer

For Provider of Services by:

Accepted for Secretary of
Health, Education, and Welfare by:

YOLO GENERAL HOSPITAL

BY-

[Signature]
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF
CALIFORNIA

Title

MAY 31, 1966

Date

[Signature]
Name

Regional Representative

Title

June 6, 1966

Date

Micro Fiched

FILED

JUL 28 1968

LAURENCE P. HENIGAN, Clerk

W. H. ...
Deputy

AGREEMENT

YOLO COUNTY 2050
AGREEMENT NO. 66-44

Micro Fiched

(1) Pursuant to Agricultural Code 63.5, which is incorporated by reference as though fully set forth at this point, CHARLES PAUL, DIRECTOR OF AGRICULTURE, STATE OF CALIFORNIA, hereinafter referred to as the Director, and the COUNTY OF YOLO, hereinafter referred to as the County, acting by and through its Board of Supervisors, hereby agree as follows:

(2) WHEREAS, the base salary of the Agricultural Commissioner of said County, for the month of January 1959 was established at the rate of Six hundred and no/100 Dollars (\$ 600.00) per month, and

(3) WHEREAS, by subsequent action of the Board, the aforesaid rate of compensation for the fiscal year 19 66-67 is now established in accordance with the law at Nine hundred two and no/100 Dollars (\$ 902.00) per month, amdt from 7/1/66 through 1/31/67 and \$947.00 per month from 2/1/67 through 6/30/67 and

(4) WHEREAS, it is the intent of the parties to this agreement to provide for increasing the salary of said Commissioner and/or to compensate said Commissioner for services performed for the Department of Agriculture of the State of California, for the purpose of securing more uniform and adequate enforcement of the provisions of the Agricultural Code throughout the State, and otherwise to effectuate the purposes of Section 63.5 of said Code,

(5) The Director hereby agrees to pay to said County during the 1966 - 67 Fiscal Year the sum of Three thousand three hundred and no/100 Dollars (\$ 3,300.00), to be paid as follows:

At the rate of \$ 275.00 per month for each month (or on a proportionate basis for each fraction of a month) during which the said position of Agricultural Commissioner is filled. Such payment will be made at the end of each calendar quarter upon submission of invoice covering services rendered during such quarter.

(6) The County, acting by and through its Board of Supervisors, agrees that during the term of this agreement, the Agricultural Commissioner's salary will not be reduced below the base salary for the month of January 1959 as stated in paragraph (2) above.

(7) The term of this agreement shall be from July 1, 1966 to June 30, 1967, subject to termination by either party at any time during the said term upon giving not less than 30 days written notice to the other party.

IN WITNESS WHEREOF, the parties have set their hands this 6th day of JUNE, 1966.

Charles Paul, Director of Agriculture

By *James ...*
Fiscal Officer

DEPARTMENT OF FINANCE
APPROVAL

June 8, 1961

BOARD OF SUPERVISORS
COUNTY OF YOLO

James ...
Attest:

Laurence P. Henigan
Clerk of said Board

By *...*

Micro Fiched

I hereby certify that provision has been made in the budget for the payment of this contract.

General Fund Exp. 2, 2-60/61
Budget Item 3-1-1

...

FIELD AGREEMENT
Between
UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Sport Fisheries and Wildlife
And
California State Department of Agriculture
Cooperating With

FILED

JUL - 5 1966

LAURENCE B. HENIGAN, Clerk

Richard A. Dodge
Deputy

YOLO County

In accordance with the terms of a cooperative project agreement Micro Fished between the U. S. Department of the Interior, Bureau of Sport Fisheries and Wildlife, and the California State Department of Agriculture, approved May 28, 1958, copies of which are on file at Room 4100, Federal Building, 650 Capitol Avenue, Sacramento, California, this field agreement is made to augment the predatory animal control program in YOLO County, hereinafter known as the cooperator.

IT IS THEREFORE MUTUALLY AGREED THAT:

1. The predatory animal control program conducted under the terms of this agreement shall be under the general supervision of the Bureau of Sport Fisheries and Wildlife and the California State Department of Agriculture, these two agencies acting as a unit in accordance with the terms of the cooperative agreement above referred to. The local representative of the Bureau of Sport Fisheries and Wildlife will consult frequently with the cooperator relative to the extent of Bureau participation, the determination of salaries and expenses of cooperative employees, and plans and procedures necessary to best serve the interests of the parties hereto. Direct supervision of the field operations shall be vested in the Bureau of Sport Fisheries and Wildlife.

2. The County of YOLO will provide \$17,119.32 for the payment of salaries and authorized travel costs of personnel employed in this program during the period July 1, 19 66 to June 30, 19 67. The Bureau and State Department of Agriculture may contribute certain sums for supplies and equipment and payment of hunters' salaries and costs.

3. The District Agent of the Bureau or his designated assistant will certify as to correctness, all claims to be paid by any party to this agreement and shall perform such other administrative functions as are agreed upon from time to time; provided that no funds of the cooperator will be collected or disbursed by any employee working under the terms of this agreement, or transferred to any such employee except in payment for salaries and expenses in accordance with the plans and procedures formulated and agreed to under Paragraph 1 above. Micro Fished

3a. The employees selected and appointed hereunder, and serving in YOLO County, shall be deemed to be the employees of said County and shall be covered by its Workmen's Compensation and other insurance and included in Retirement Benefits; but the actual supervision, direction and control of said employees is delegated to the Federal and State agencies aforesaid.

4. Predatory animals shall become the property of the agency paying the salary of the hunter during the period when such animals are taken. The Bureau representative shall dispose of animals or pelts of value and shall transmit the proceeds of such sale to the designated representative of the agency concerned.

Micro Fished

5. This agreement and any continuation hereof shall be contingent upon the availability of funds. It is understood and agreed that any monies allocated for the purposes of this agreement shall be expended in accordance with its terms and in the manner prescribed by the fiscal regulations and/or administrative policies of the agency making the funds available.

6. This agreement may be terminated by any party upon thirty (30) days written notice.

IN WITNESS WHEREOF the duly authorized officers of the parties hereto have executed this agreement on the dates shown opposite their respective signatures.

JUNE 6, 1966

(Date)

Wm. J. ...
Chairman, Board of Supervisors

of YOLO County

6/22/66
(Date)

Alfred ...
State Supervisor, Division of Wildlife
Services, Bureau of Sport Fisheries and
Wildlife.

6/24/66
(Date)

Alfred B. ...
Chief, Division of Plant Industry,
State Department of Agriculture.

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STATE OF CALIFORNIA
STANDARD AGREEMENT

YOLO COUNTY
AGREEMENT NO. 66-46

CONTRACTOR—
CITY OF YOLO
DEPT. OF GENERAL SERVICES
CONTROLLER—

NUMBER 572

THIS AGREEMENT, Made and entered into this 15th day of June, 1966, at Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected or appointed, qualified and acting

Assistant Chief, Division of Administration
Title of officer acting for State
hereinafter called the State, and

Department of Public Health
Department or other agency

Micro Filled

County of Yolo

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

- The Contractor shall prepare for the "Head-Start" Program by performing case work as necessary to identify prospective participants in said program, who have health problems which should receive pre-enrollment attention. The Contractor shall provide performance reports as requested by the State.
- The period of this agreement shall be from June 15, 1966 through August 31, 1966.
- The State shall reimburse the Contractor in arrears, upon submission of an invoice in triplicate, for actual expenditures in accordance with the following:

Budget

Salaries and Wages

Social Worker 2 1/2 months at \$400/month

\$1,000

The total amount of this contract shall not exceed \$1,000.

- The Contractor agrees that he will comply with the Civil Rights Act of 1964 (P.L. 88-352) to the end that, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in; be denied the benefits of, or be otherwise subjected to

The provisions on the reverse side hereof constitute a part of this agreement. (Continued on reverse side)

IN WITNESS WHEREOF, This agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

STATE OF CALIFORNIA

Department of Public Health

Name of State agency

By

Assistant Chief, Division of Administration

Title

Contractor— County of Yolo

(If user than to individual, state whether a corporation, partnership, etc.)

By

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIF-
ORNIA. Title

10 Cottonwood Street
Woodland, California

(Continued on sheets, each bearing name of Contractor)

DO NOT WRITE IN THIS SPACE

To Be
Charged
Against

APPROPRIATION Public Health Federal
FUNCTION OR FUND Federal Funds
LINE ITEM ALLOTMENT 100-0-000000

F.Y. 66-65

OR OF IF

Amount of this Estimate

County of Yolo

(1,000 00)

Unencumbered remainder after posting this estimate to Allotment Expenditure Ledger

Adjustment increasing encumbrances

Adjustment decreasing encumbrances

Micro Filled

This contract exempt
from Department of
General Services ap-
proval per S&M 1201.1
6-16-66

I Herby Certify upon my own personal knowledge that
budgeted funds are available for the period and purpose of the
expenditure stated above. (After T.B.A. No. or
B.A. No.)

Signature of Accounting Officer

2 out

1. The State hereby agrees to pay for the services and materials at the times, in the manner and for the consideration, herein provided.

2. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workman's compensation insurance at Contractor's own cost and expense.

3. The parties hereto agree that the Contractor, and any agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

4. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

5. This agreement is not assignable by Contractor either in whole or in part.

6. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

7. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

8. Contractor shall not be allowed or paid travel or per diem expenses unless set forth in this agreement.

discrimination under any program or activity which is supported by Federal Funds. In the event of non-compliance such Federal Funds will be withheld until compliance can be assured. Invoices will certify that services performed under this contract have been provided in compliance with Civil Rights Act of 1964.

Micro Fiched

FILED

JUN 23 1966

LAURENCE P. HENIGAN, JR.

By *Balvard Hodgson*
Deputy

FILED

SEP-8 1966

YOLO COUNTY AGREEMENT
NO. 66-47

24652

LAURENCE P. HENIGAN, Clerk

AMENDED CONTRACT, MIGRANT MASTER PLAN

MP-11

Amendment #1

By Laurence P. Henigan

That certain agreement dated November 1, 1965 entered into by and between State of California and Yolo County Board of Supervisors relating to Field Sanitation, Migrant Master Plan

approved by Department of General Services on October 23, 1965 is hereby amended as follows: change of expiration date, 12-31-66 Amended

That certain paragraph(s) numbered 2 reading as follows, " The period of this contract shall be from November 1, 1965 to June 30, 1966

is (are) hereby amended to read, " The period of this contract shall be from November 1, 1965, to December 31, 1966

RECEIVED

SEP 8 1966

LAURENCE P. HENIGAN, Clerk

Dy. Deputy

Except as hereby amended, all of the terms and provisions of the aforesaid agreement shall remain unchanged and in full force and effect.

In witness whereof, the parties have executed this instrument this 6th day of JUNE, 1966.

STATE OF CALIFORNIA
DEPARTMENT OF FINANCE
BY Chief Deputy Director

CONTRACTOR

YOLO

Name of Agency

BY

Chairman, Board of Supervisors,
COUNTY OF YOLO, CALIFORNIA

Migrant Program
General Fund, Ch. 757/65, Item 143F
5.07.0 Migrant Program

Accounting Officer

APPROVED

Asst. Chief Budget Analyst
B. Division

Department of General Services

APPROVED

AUG 12 1966

BY

Jack M. Bragg
State Counsel

For Department of Finance

JUL 29 1966
LAURENCE P. HENIGAN, Clerk
By *[Signature]* Deputy
the County

AMENDMENT #1 YOLO COUNTY
AGREEMENT NO. 66-42

2 In the matter of that certain agreement by and between
3 the County of Yolo and the Department of California Highway
4 Patrol, it is mutually agreed to amend the agreement as follows:
5 Add Item 8 to the original agreement to read:
6 8. The attached Form 3, Fair Employment Practices
7 Addendum, is incorporated in and made a part of
8 this contract by reference.
9 All other provisions of the agreement remain the same.

BY J. W. M. & Co.

Micro Fished

By John Allen

June 13, 1966
Lans F. Sauer
County Co.
of Yolo County

10. 11. 1966

RECEIVED
DEPARTMENT OF GENERAL SERVICES
APPROVED
JUL 15 1966
Lawrence J. ...
CHIEF CLERK

Micro Fiched

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

STD. FORM 3 (4/65)

42638-750 50M 3-65 GSP

AGREEMENT NO. EC-47

THIS AGREEMENT made and entered into this 13th day of June, 1966,
by and between the County of Yolo, a political subdivision of the State of
California, hereinafter referred to as COUNTY, and Moore & Taber, a
professional engineering geologist firm whose address is 536 Galveston
Street, West Sacramento, California, hereinafter referred to as ENGINEER.

WITNESSETH:

WHEREAS, COUNTY is desirous of having a qualified professional
engineering geologist firm make a geological survey, including drilling,
sampling, logging of test borings, performing summary of the work on the
Cottonwood Slough Dam site in connection with the Willow Slough Watershed
Project.

WHEREAS, COUNTY has determined that Engineer is qualified in all
respects to perform said services and Engineer has submitted a proposal in
letter form with attached exhibits to the Director of Public Works of the
County of Yolo dated May 27, 1966, setting forth in detail the work it will
perform at a stated price to be paid therefor, all of which is set forth therein;
and

WHEREAS, the parties hereto wish to enter into an agreement based on
said letter and attached exhibits.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, CON-
VENANTS AND CONDITIONS herein contained to be kept and performed by
the respective parties, it is hereby mutually agreed as follows:

1. Engineer shall make drillings, sampling and logging of
test borings, performing field tests, provide earth materials
samples from borings for laboratory testing and provide a
written summary of the work all in accordance with the letter

1 dated May 27, 1966, and rate schedule for engineering and field
2 services, addressed to the Director of Public Works, County of
3 Yolo, a copy of said letter and exhibits being attached hereto are
4 hereby incorporated into this agreement and made a part hereof
5 as though set forth in full herein. Micro Fiched

- 6
7 2. County shall pay to Engineer as compensation for all such services,
8 a sum determined on the following basis:

9 A. The fee shall be a sum computed on a per diem basis in
10 accordance with the Rate Schedule attached hereto as "Exhibit B"
11 (and by reference made a part hereof); but not to exceed a total of
12 more than \$3600.00.

- 13 3. The compensation provided for in Paragraph 2 above shall be paid
14 to Engineer monthly in accordance with appropriate detailed bill-
15 ings therefor as determined by the Director of Public Works.
16
17 4. This Agreement may be terminated at any time by County, in which
18 case Engineer shall be paid for all services to date of termination
19 performed under this Agreement.
20
21 5. Engineer shall exercise all of the care and judgement consistent
22 with good engineering practices in the performance of its work
23 under this Agreement. Micro Fiched
24 6. This Agreement shall not be considered as giving exclusive authority
25 to Engineer for performing all engineering services pertaining to
26 the preparation of said preliminary report. County may perform,
27 or have performed, any phase, or any portion of any phase, of the
28 the various professional services outlined in Paragraph 1, without
29 any liability of obligation to Engineer.

30 IN WITNESS WHEREOF, the parties hereto have set their hands the day
31 and year first above written.
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MOORE & TABER

Micro Fiches

By W. H. P. [Signature]

COUNTY OF YOLO, a political subdivision of
the State of California

By [Signature]
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

June 13, 1966
W. H. P. [Signature]
[Signature]
[Signature]

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MOORE & TABER • *Engineers • Geologists*

536 GALVESTON ST. • WEST SACRAMENTO, CALIFORNIA

FRONTIER 1-8234

May 27, 1966

Mr. Howard VanReyper, Jr.
 Director of Public Works
 203 Lincoln Avenue
 Woodland, California

Reference: Cottonwood Slough Dam Site
 Preliminary Borings and Field Tests

Dear Mr. VanReyper:

In accordance with our discussions and the field review of the above site with Mr. Beckstrom of the Soil Conservation Service, we are pleased to present this proposal to furnish field services for the above project. Such services would include drilling, sampling and logging of test borings; performing field tests; providing earth materials samples from the borings for laboratory testing and providing a written summary of the work.

Eight test boring locations are being initially considered; the borings ranging in depth from 30 to 70 feet, the projected total being some 370 lineal feet. It is anticipated that much of the boring can be done by auger or bucket auger, but that rotary drilling will be more effective for the deeper borings or if hard rock is encountered. The County is obtaining rights-of-access and would construct access ramps - drill pads at the necessary sites.

The borings would be logged in the field by a qualified engineering geologist, who would supervise all field testing. Samples are expected to be primarily drive-samples, with recorded penetration resistance. It would be the objective of sampling to obtain representative samples of each earth material unit; for preliminary purposes, say, at approximate 5 ft. intervals. All recovered samples would be placed in moisture-proof containers, marked to identify boring and horizon and submitted to the Soil Conservation Service. It is expected that 50-60% of the samples would be retained in sample liners and that 40-50% of these would be 2½-inch diameter samples. Water level observations would be made in the borings as part of the boring logs.

It is anticipated that field permeability tests will be performed in five borings, primarily in the right abutment and present channel areas. At the abutment, testing is expected to be at completed depth of 50 ft.; for the borings flanking the channel, at approximate channel

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Mr. Howard VanReyper, Jr.

-2-

May 27, 1966

depth; the channel-boring, at 20-25 ft.; and a boring on the northerly embankment, at 45 ft.±.

The summary of the work would include the logs of the borings and results of field tests. Inferences or conclusions which can be drawn from the boring results and/or correlation of boring results with each other and surface features would be discussed as the data justifies. We would be available to consult with you and/or the Soil Conservation Service as to our interpretation of the borings with regard to each other, to the results of laboratory testing and/or other data on the site which may be developed.

Our estimate of the cost of the work as outlined above is \$3300.00, based upon the attached schedule and the time required. This estimate is distributed approximately as follows:

Drill & sample - rig, tools, crew	\$1,700.00
Inspection & logging - engineering geologist	800.00
Field tests - geologist & equipment	500.00
Summary, logs, sample preparation, consultation	<u>300.00</u>
	\$3,300.00

It is doubtful if the outlined work could be completed for less than \$2,800.00. Since the extent of work is expected to be subject to modification - in consultation with your office and/or the Soil Conservation Service representatives during exploration and in light of field results - the total cost of work would not exceed \$3,600.00 without concurrence and approval of your office.

It is assumed that liners with samples submitted to S.C.S. laboratory would be returned; in lieu of which, their replacement would be charged at cost.

We appreciate your consideration in this work and hope that we may have the opportunity to be of service. If we can provide further detail on the above proposal or the anticipated work, please do not hesitate to call on us.

Very truly yours,

MOORE & TABER

H. R. Taber
H. R. Taber

HRT/kb

Attached: Schedule

MOORE & TABER *Engineers & Geologists*ENGINEERING & FIELD SERVICES

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Registered Civil Engineer or Staff Engineering Geologist.....	\$15.00/hour
Foundation Engineer or Senior Engineering Geologist.....	\$13.00/hour
Soils Engineer or Engineering Geologist.....	\$11.00/hour
Soils Technician for Fill Supervision or Inspection.....	\$ 9.00/hour
Drafting.....	\$ 8.00/hour
Drilling - Bucket Auger Rig & 2 Man Crew.....	\$22.00/hour
Drilling - Rotary Rig & 2-Man Crew.....	\$23.00/hour
Drilling - Power Auger & 2-Man Crew.....	\$18.00/hour
Seismic Equipment, Engineering Geologist and Assistant.....	\$23.00/hour
Floating Equipment - Drilling Barge & Boat.....	\$ 6.00/hour
Special Consulting by principals of firm.....	\$22.00/hour
Court Testimony - Full day or fraction thereof.....	\$150.00/day
Mileage for Engineers, Geologists and Technicians.....	\$.10/mile
Per Diem for overnight expenses - Technical Personnel.....	\$12.00/day
Drilling Crew.....	\$20.00/day
Seismic Crew.....	\$22.00/day
Outside Equipment Rental (Backhoe, Bulldozer, Drill Rig, etc.) Cost+10%	
Overtime @125% of regular rates.	

LABORATORY TESTING

General Laboratory Testing.....	\$ 9.00/hour
Research or Special Laboratory Testing.....	\$11.00/hour
Triaxial Compression Test - Equipment & Operator.....	\$10.00/hour
Direct Shear Test (at natural moisture).....	\$ 5.00/test
Direct Shear Test (saturated & consolidated).....	\$ 7.00/test
Consolidation Test with Rate Data.....	\$20.00/test
Consolidation Test - Rate Data on Single Load Increment.....	\$10.00/each
Unconfined Compression Test.....	\$ 8.00/test
Unit Dry Weight - Moisture Content (undisturbed samples).....	\$ 3.00/test
Moisture Content.....	\$.50/test
Moisture - Density Curve for Compacted Fills.....	\$30.00/each
Grain Size Analysis - dry sieve.....	\$ 8.00/test
Grain Size Analysis - wet sieve.....	\$10.00/test
Grain Size Analysis - Hydrometer.....	\$20.00/test
Sand Equivalent (set of two).....	\$10.00/test
Liquid Limit.....	\$10.00/test
Plastic Limit.....	\$10.00/test
Expansion Test.....	\$10.00/test
Resistance Value.....	\$55.00/test

West Sacramento

January 1, 1966

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FILED

JUN 14 1966

SUBDIVISION IMPROVEMENT AGREEMENT

Subdivision No. 1001

(Riverside Park)

LAURENCE P. HENIGAN, Clerk

By *Barbara A. Henigan*
Deputy

THIS AGREEMENT is made and entered into this 17th day of June, 1966, by and between G. W. Williams Co., a Corporation, hereinafter referred to as "Subdivider" and the County of Yolo, hereinafter referred to as "County".

WHEREAS, the subdivider proposes to subdivide and develop that area known and referred to as Subdivision No. 1001 and has presented plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That Subdivider will develop and construct public improvements in said Subdivision No. 1001 in accordance with said plans and specifications prepared in conformance with Yolo County Improvement Standards and Specifications and approved by the Department of Public Works and complete the same within twelve (12) months after the date hereof in good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.
2. That Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County should unforeseen conditions occur which may require such modifications.
3. That Subdivider shall, upon execution of this agreement, pay to the County the sum of \$1,800.00 to cover the cost of inspection of the improvements herein provided as such inspection is required by the County and subject to refund in accordance with Ordinance No. 534.
4. That Subdivider shall indemnify and hold harmless the "County" and the Washington Unified School District from any and all loss, damage, or liability resulting from "Subdivider's" performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 1001.
5. That Subdivider will furnish County evidence acceptable to County of insurance, insuring County and Washington Unified School District against claims for personal liability and property damage arising in the course of construction of improvements required herein in the sum of \$100,000-\$300,000 and \$50,000 respectively.
6. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.
7. That the completion of the development of said Subdivision No. 1001 shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said Resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said

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improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or state of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as required herein.

8. That the Subdivider agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.
9. If the construction of the work or improvement should be delayed without fault of "Subdivider", the time for the completion thereof may be extended by the "County" for such period of time as the "County" may deem reasonable.
10. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this agreement, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.
11. The "Subdivider" shall obtain and file with the County a good and sufficient "Improvement Security" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 2, Article 9 (Section 11612) of the Business and Professions Code. The amounts of each of the said "Improvement Securities" shall be not less than fifty percent (50%) of the estimated cost of the public improvements including incidentals.
12. Where required pursuant to the provision of Section 11592 of the Business and Professions Code the "Subdivider" shall furnish the County a bond or cash deposit, at County's option, guaranteeing payment of the cost of setting monuments of survey.

The procurement and delivery of said bond or cash deposit shall be a condition precedent to the approval of the final subdivision map and to the promise of the County herein.

13. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars (\$500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 9 of this agreement.

Where title to the subdivided property is held by the record owner thereof under a Holding Agreement, this Agreement and the "Improvement Security" given pursuant thereto may be executed by the real party or parties in interest.

14. Any extension of time hereunder shall not operate to release the surety on the Improvement Security filed pursuant to this Agreement. In this connection the security waives the provisions of Section 2819 of the Civil Code of the State of California.
15. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242(a), formerly Rule 29(a) of the Rules for the Superior Court, State of California.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above-named herein.

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COUNTY OF YOLO

By Wm. B. Smith
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

B. A. A. Rodgers
County Clerk

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G.W. WILLIAMS, CO., a Corporation

By George W. Williams III
George W. Williams III (Title)
President

(Seal)

Recommended for approval to the
Board of Supervisors of the County
of Yolo:

H. Van Dyke
Director of Public Works

APPROVED AS TO FORM:

LEWIS F. SHEARER
County Counsel

By Alvin H.

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FILED

JUN 27 1966

LAURENCE P. HENIGAN, Clerk
By TRINIDAD CORBETT

Deputy

YOLO COUNTY AGREEMENT NO. 66-51

AGREEMENT OF RESERVATION AND NON-WAIVER OF RIGHTS

THIS AGREEMENT is made and entered into this _____ day of _____, 1966, by and between the INSURANCE COMPANY OF NORTH AMERICA, hereinafter called "First Party," and the COUNTY OF YOLO, STATE OF CALIFORNIA, hereinafter called "Second Party,"

W I T N E S S E T H:

First Party has heretofore issued to Second Party a certain policy of insurance.

Second Party contends that First Party is liable to Second Party under the terms and conditions and privileges of said certain contract of insurance by reason of certain occurrences set forth and contained in that certain Complaint for Inverse Condemnation heretofore filed in the Superior Court of the State of California, in and for the County of Yolo, being Action No. 21234, wherein Second Party is named as a defendant.

First Party contends that said policy of insurance does not cover Second Party and that Second Party is not entitled to the protection of or any of the benefits of insurance coverage in respect thereto. That notwithstanding the opinion and contentions of First Party, First Party is nevertheless willing to undertake, complete and conduct an investigation of the facts and circumstances surrounding and relating to the occurrences and/or events forming the bases of the aforesaid action and to furnish Second Party with legal representation in defense of said action only upon the express conditions and understanding as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, it is understood and agreed as follows:

1. That First Party will make or cause to be made such investigation as it shall deem proper or necessary of the facts

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1 and circumstances related to and/or connected with the events or
2 occurrences forming the bases of the action sued upon in the
3 aforementioned Action No. 21234, heretofore filed in the Superior
4 Court of Yolo County, State of California, and will provide legal
5 representation to Second Party in the defense of said action.

6 2. It is expressly understood and agreed that First Party,
7 in agreeing to make the investigation herein mentioned, and to
8 furnish legal representation to Second Party in the defense of
9 said action, does not and shall not be considered to have assumed
10 liability for the payment or satisfaction of any judgment which
11 may be rendered against Second Party, as a result of the trial of
12 the aforementioned litigation, nor does First Party, by such action,
13 agree or be considered as having agreed that the provisions of
14 the aforesaid certain policy of insurance extends coverage to
15 Second Party in respect to the aforesaid occurrences and/or events.

16 3. First Party shall not be estopped to assert that Second
17 Party is not entitled to the protection of or the benefits of the
18 insurance coverage, nor shall First Party be estopped to assert
19 that First Party is not liable for any judgment which might be
20 entered in said Action No. 21234 against Second Party.

21 4. First Party, by its conduct, shall not waive or be deemed
22 to have waived its rights to assert that Second Party is not
23 entitled to the protection of or benefits of insurance coverage
24 nor shall First Party be, by its conduct, in any way prejudiced in
25 respect to asserting such rights as it has or has had in respect
26 to coverage extended or afforded by such policy of insurance.

27 5. Second Party shall have the right to employ counsel to
28 act with McGregor, Bullen, Erich & McKone, employed by First Party,
29 in respect to the defense of said action, but any such counsel
30 employed by Second Party shall be at their/his sole cost and expense.

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6. Second Party shall not, by the execution of this agreement, be considered as having waived any of its rights under and by virtue of the terms of said policy of insurance, it being expressly agreed as between the parties hereto, their respective rights, duties and obligations shall remain in status quo and shall not be affected by the investigation and/or legal representation as herein provided for.

IN WITNESS WHEREOF, the parties have hereunto executed these presents the day and year hereinabove written.

INSURANCE COMPANY OF NORTH AMERICA

By *Thomas M. Graham, Pres*
(Authorized Representative)

FIRST PARTY

COUNTY OF YOLO

By *Wm. McDermott*
(Authorized Representative)

SECOND PARTY

Approved as to Form

Dated June 27, 1966

LEWIS F. SHEARER

County Counsel
of Yolo County

By *Shearer*

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YOLO COUNTY
AGREEMENT NO. 66-52

C.S. 7382

This Indenture, made this _____ day of _____, 19____, by
and between SOUTHERN PACIFIC COMPANY, a corporation of the State of
Delaware,

herein called "Railroad," and COUNTY OF YOLO, a political subdivision of the
State of California,

herein called "Grantee."

RECORDED DOCUMENT

(Endorsed) Filed AUG 22 1966
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS Deputy

Witnesseth:

1. That Railroad hereby grants to Grantee the right to construct, reconstruct, maintain and use a street or highway, hereinafter termed "highway," upon and across the following described real property:

A parcel of land situate in Section 5, Township 9 North, Range 2 East, MDB&M, in the County of Yolo, State of California, more particularly described as follows:

Beginning at a brass capped pipe marked with an "X" located at the point of intersection of the quarter section line separating the North and South halves of said Section 5, with the westerly line of land (80.0 feet wide) of the Southern Pacific Company, said point of intersection being distant 43.4 feet westerly, measured at right angles, from the center line of said Company's existing main track (Davis to Tehama) at or near Engineer's Station 424+13.5; thence North along said westerly line 16.00 feet; thence East 90.00 feet to a point in the easterly line of said Company's land; thence South, along last said line, 60.00 feet; thence West 80.00 feet to a point in said westerly line; thence North, along last said line, 44.00 feet to the point of beginning, containing an area of 0.110 of an acre, more or less.

The above described real property is shown on the print of Railroad's Sacramento Division Drawing O-2040, revised November 19, 1965, attached and made a part hereof.

1-a. Railroad, at its expense, shall prepare its tracks and replace the paving in the portion of the crossing area lying within lines two (2) feet outside the rails of the tracks located thereon. Micro Fiched

1-b. Grantee, at Grantee's expense, shall furnish and place all paving in the additional crossing area and in the portions of the existing crossing area lying outside lines two (2) feet outside the rails of the tracks located thereon. Grantee, at Grantee's expense, shall furnish and install all necessary drainage and other roadway facilities.

1-c. Railroad shall furnish all necessary labor, materials, tools and equipment to install, and shall install, two (2) flashing light grade

crossing signals, equipped with automatic gate arms, together with actuating and operating circuits and adequate instrument housing. Said signals shall be located approximately as indicated on the attached print. Such installation shall include the removal of the existing Standard No. 1 crossing signs. Grantee agrees to reimburse Railroad promptly upon receipt of bills therefor, for fifty per cent (50%) of all cost and expense incurred by Railroad in connection with the furnishing and installation of said flashing light signals with automatic gate arms and appurtenances and the removal of the existing crossing sign.

1-d. After the work contemplated hereunder has been completed, Grantee, at Grantee's expense, shall maintain the drainage and road-way facilities except as provided in Section 7 hereof.

1-e. Railroad shall thereafter maintain said signals with gate arms and appurtenances so long as they shall remain in place. Grantee agrees, in accordance with and pursuant to Section 1202.2 of the Public Utilities Code, to bear fifty per cent (50%) of the cost to Railroad in maintaining said signals with gate arms and appurtenances out of any funds set aside for allocation to the Public Utilities Commission and apportioned to Grantee for such purpose pursuant to Section 1231.1 of the Public Utilities Code so long as such road remains a part of the County Road System. Grantee's share of maintenance costs will be subject to the decision of the Public Utilities Commission of the State of California, in Case No. 8249.

1-f. The work to be performed by Railroad hereunder shall be undertaken as soon as labor and materials are available following execution of this agreement and shall be completed within one (1) year thereafter.

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Box 834
Page 691

2. This grant is made subject and subordinate to the prior and continuing right and obligation of Railroad, its successors and assigns, to use all the property described herein in the performance of its duty as a common carrier and for that purpose there is reserved unto Railroad, its successors and assigns, the right (consistent with the rights herein granted) to construct, reconstruct, maintain and use existing and future railroad tracks, facilities and appurtenances and existing and future transportation, communication and pipe line facilities and appurtenances in, upon, over, under, across or along said property. Micro Fiched

3. This grant is made subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property and the word GRANT as used herein shall not be construed as a covenant against the existence of any thereof.

4. The rights herein granted to Grantee shall lapse and become void if the construction or reconstruction of said highway upon said property is not commenced within one (1) year from the date first herein written.

5. This grant shall not be construed as conveying or otherwise vesting in Grantee the right to install or the power to authorize the installation of any ditches, pipes, drains, sewer or underground structures, or the facilities of any telegraph, telephone or electric power lines in, upon, over, under, across or along said property, except as may be necessary for the maintenance of said highway.

6. Grantee shall obtain any necessary authority and permission required to construct, reconstruct, maintain and use said highway upon said property from the governmental body or bodies having jurisdiction thereover.

7. Except as herein otherwise provided, Grantee shall bear the entire cost and expense of constructing, reconstructing and maintaining said highway upon said property. The crossing of said highway over any tracks of Railroad shall be constructed and maintained at the grade of said tracks now or hereafter existing. After the construction or reconstruction of said highway has been completed, Railroad shall maintain the portion of said highway between lines two (2) feet outside the rails of each track located thereon.

8. Grantee agrees to reimburse Railroad for any and all assessments which may be levied by order of any authorized lawful body against the property of Railroad (and which may have been paid by Railroad) to defray any part of the cost or expense incurred in connection with the construction or reconstruction of said highway upon said property commenced within one (1) year from the date first herein written.

9. Should Grantee, its successors or assigns, at any time abandon the use of said property or any part thereof, or fail at any time to use the same for said purpose for a continuous period of one (1) year, the rights granted shall cease to the extent of the use so abandoned or discontinued, and Railroad, its successors or assigns, shall at once have the right, in addition to but not in qualification of the rights hereinabove reserved, to resume exclusive possession of the said property, or the part thereof the use of which is so discontinued or abandoned. Upon termination of the rights hereby granted, Grantee agrees to remove said highway, including the paving, from said property of Railroad, to restore said property as nearly as practicable to the same state and condition in which it existed prior to the construction of said highway, and to bear the expense thereof. Should Grantee in such event fail, neglect or refuse to so remove said highway and restore said property, such removal and restoration may be performed by Railroad at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

10. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written. (IN DUPLICATE)

SOUTHERN PACIFIC COMPANY

By Wm. J. Smith
(Title) Assistant Vice President

Attest T. J. Smith
Assistant Secretary

COUNTY OF YOLO Micro Fiched

By Laurence P. Horgan
Chairman, Board of Supervisors

Laurence P. Horgan
Clerk, Board of Supervisors

By Laurence P. Horgan
DEPUTY

Value of interest
conveyed herein does
not exceed \$100

Approved as to Form
Dated July 5, 1926
Louis F. Sherman
County Counsel
Yolo County
By Oliver A.

THIS AGREEMENT, made this 5th day of JULY, 1966,
by and between SOUTHERN PACIFIC COMPANY, a corporation, herein termed
"Railroad", and COUNTY OF YOLO, a political subdivision of the State
of California, herein termed "County";

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RECITALS:

The parties hereto desire to set forth by this instrument their agreements with respect to the installation of protective devices at the crossing of Harbor Boulevard over the tracks of Railroad at or near Miken, in the County of Yolo, State of California (Crossing No. A-88.4).

AGREEMENT:

NOW, THEREFORE, it is mutually agreed as follows:

1. Railroad shall furnish all necessary labor, materials, tools and equipment to install and shall install automatic gate arms on existing Standard No. 8 flashing light signals at said crossing.

Such installation shall include the necessary actuating and operating circuits and adequate instrument housing.

2. County agrees to reimburse Railroad promptly upon receipt of bills therefor, for fifty per cent (50%) of all cost and expense incurred by Railroad in connection with the furnishing and installation of said gate arms and appurtenances.

3. Railroad shall thereafter maintain said signals with gate arms and appurtenances so long as they shall remain in place. County agrees, in accordance with and pursuant to Section 1202.2 of the Public Utilities Code, to bear fifty per cent (50%) of the cost to Railroad in maintaining said signals with gate arms and appurtenances out of any funds set aside for allocation to the Public Utilities Commission and apportioned to County for such purpose pursuant to Section 1231.1 of the Public Utilities Code so long as such road remains a part of the County Road System. County's share of maintenance costs will be subject to the decision of the Public Utilities Commission of the State of California in Case No. 8249. Micro Fiched

4. The work to be performed by Railroad hereunder shall be undertaken as soon as labor and materials are available following execution of this agreement, and shall be completed within one (1) year thereafter.

FILED

SEP - 8 1966

LAURENCE P. HENIGAN, Clerk

RECEIVED

SEP - 8 1966

LAURENCE P. HENIGAN, Clerk

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5. This agreement shall be binding upon and inure to the benefit of the successors and assigns of Railroad and the assigns of County.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate the day and year first herein written.

SOUTHERN PACIFIC COMPANY

By

(Title)

Attest:

Assistant Secretary

COUNTY OF YOLO

By

Chairman, Board of Supervisors

LAURENCE R. ...

Clerk, Board of Supervisors

Approved as to Form

Dated

County

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STATE OF CALIFORNIA,

County of YOLO

ss.

On this Fifth day of JULY, in the year one thousand nine hundred and SIXTY-SIX
 before me, V. SMITH, a Notary Public in and for the Said
 County of YOLO, State of California, residing therein,
 duly commissioned and sworn, personally appeared

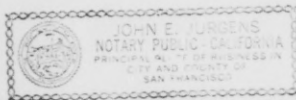
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 known to me to be the person whose name SMITH subscribed to the within instrument
 and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
 in the Said County of YOLO the day and year in this
 certificate first above written.

V. Smith
 Notary Public in and for the Said County of YOLO,
 State of California.
 My Commission Expires _____

STATE OF CALIFORNIA,
 City and County of San Francisco } ss.

On this 31st day of August, in the year One Thousand Nine Hundred and Sixty Six
 before me, John E. Jurgens, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared
M. A. McIntyre and T. F. Ryan, known to me to be the General Manager and Assistant
 Secretary, respectively, of the corporation described in and that executed the within
 instrument, and also known to me to be the persons who executed it on behalf of the
 corporation therein named and they acknowledged to me that such corporation executed
 the same.



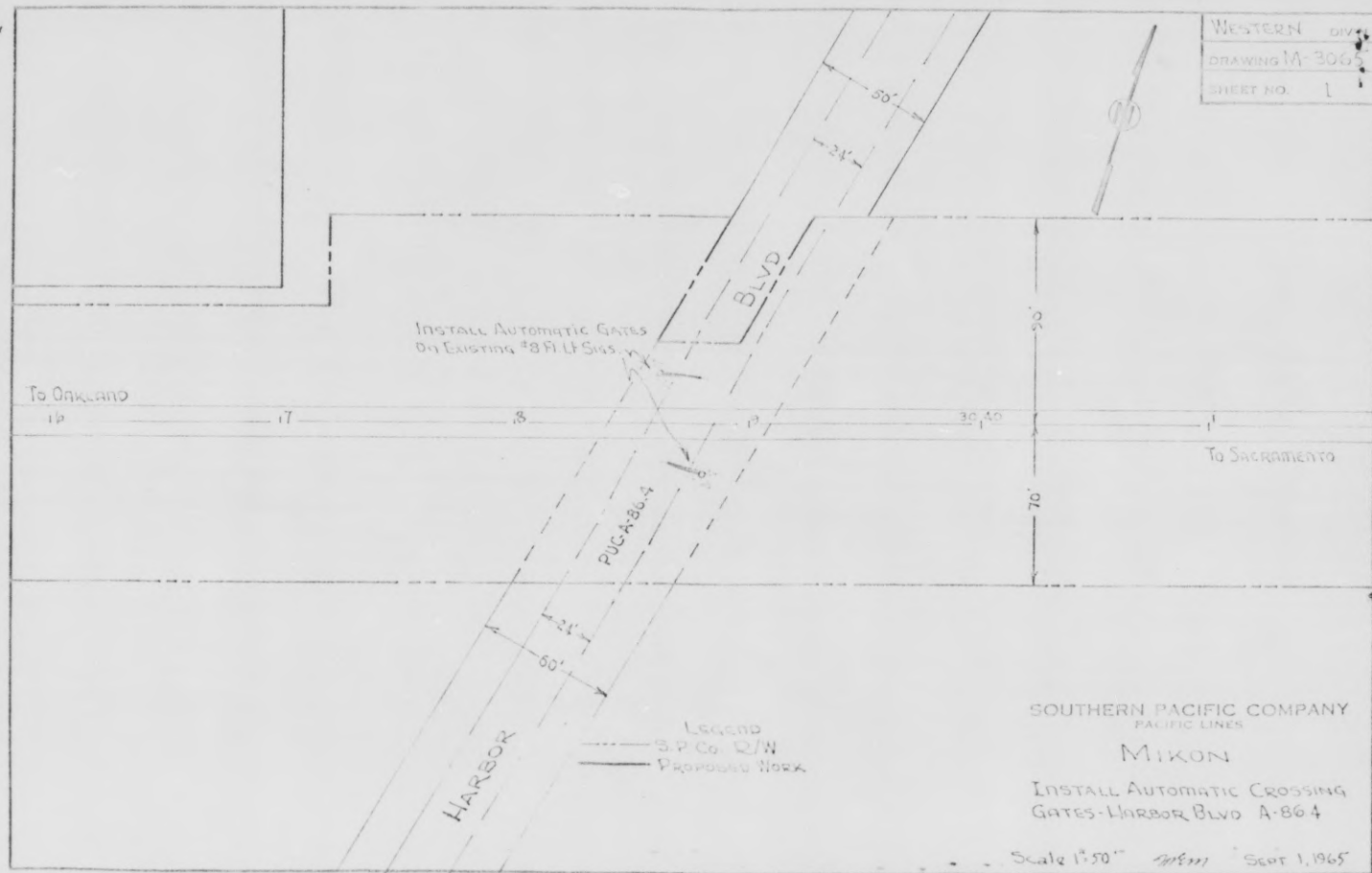
My Commission Expires June 14, 1969

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
 seal at my office in the City and County of San Francisco, the day and year in this
 certificate first above written.

Corporation

John E. Jurgens
 Notary Public in and for the City and County of San Francisco, State of California.

My Commission Expires June 14, 1969.



FILED

JUL - 5 1966

LAURENCE A. HENGAN, Clerk

By [Signature]

Deputy

AGREEMENT NO. 66-54

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

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THIS AGREEMENT, made and entered into this 20th day
of June, 19 66, by and between
Granite Construction Company

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and per-
formed by the said County, and under the conditions expres-
sed in the two bonds, bearing even date with this contract,
and hereunto attached, the said Contractor agrees with said
County at his own proper cost and expense, to do all the
work and furnish all the materials, except such as are
mentioned in the specifications and plans to be furnished
by said County necessary to construct and complete in a
good workmanlike and substantial manner and to the satisfaction
of the Department of Public Works, of the County of Yolo,

County Road 102 from County Road 31 to a point 1.46 miles northerly
therefrom by widening and resurfacing

(Description and Location of Project)

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

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The work to be done is shown upon a set of plans
entitled County of Yolo, Department of Public Works,

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County Road 102 from County Road 31 to Engineer's Station

1076+30.90

(Plan Index No. 102.068-102.78)

(WO # 4130)

Approved May 16, 1966 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within eighty-five (85) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

Micro Fiched

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE VI - It is further stipulated and agreed by and between the County and the Contractor hereto that no alien shall be employed upon any part of the foregoing work, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except to work upon public, military or naval defenses or work in time of war. For any breach of any of the stipulations contained in the above paragraphs relative to hours of labor, rates of wages and employment of aliens, the Contractor shall forfeit to the said Board of Supervisors of the County of Yolo, to be retained by said County out of monies payable to said party under the terms of this Contract, a penalty in the sum of Ten (10) Dollars per day for each laborer, workman or mechanic employed in the execution of said Contract, by said Contractor, or any subcontractor under it for each calendar day during which any such laborer, workman or mechanic is required and/or permitted to labor more than eight (8) hours in violation of and/or is paid a rate of wages in violation of the provisions of said paragraphs and the stipulations of this Contract.

ARTICLE VII - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

[Signature]
County Counsel

COUNTY OF YOLO

By

[Signature]
Chairman of the Board of
SUPERVISORS

GRANITE CONSTRUCTION COMPANY

ATTEST:

Laurence P. Henigan, Clerk

By

[Signature]
Leo R. Westwater, Vice President
Contractor

By [Signature], Deputy

FILED

JUL - 5 1966

LAURENCE P. HENIGAN, Clerk

By Deputy

BOND NO. 323743

BOND FOR FAITHFUL PERFORMANCE

Micro Fiched

KNOW ALL MEN BY THESE PRESENTS:

That We, GRANITE CONSTRUCTION COMPANY, as
Principal, and PACIFIC INDEMNITY COMPANY, a
corporation organized and existing under the laws of the
State of California, and duly authorized to transact
business under the laws of the State of California, as Surety,
are held and firmly bound unto the COUNTY OF YOLO, CALIFORNIA,
herein called Entity, duly created and existing under and by
virtue of the laws of the State of California, as obligee, in
the just and full sum of Thirty four thousand, nine hundred
thirty-eight and 50/100 - - - - -
DOLLARS (34,938.50), (Not less than 50% of the total
contract price) in lawful money of the United States of America
for the payment whereof well and truly to be made to said
Entity, the said Principal and Surety bind themselves, their
successors and assigns, jointly and severally, firmly by these
presents.

THE CONDITION of the foregoing obligation is such that
WHEREAS, the above-bounden Principal has entered into a con-
tract of even date herewith, with the Entity, which said
contract is incorporated herein by reference, and made a
part hereof, for all purposes, as though fully set forth
herein, or attached hereto, said work to be done and im-
provement to be made being particularly described in the plans,
detailed drawings, special provisions, and specifications
entitled

County Road 102 from County Road 31 to Engineer's Station

1076+30.90

(Plan Index No. 102,068-.078)

(Work Order No. 4130)

and any changes and modifications which have been or may be
made therein as provided by law, reference to which said
documents is hereby made for a full and detailed description
of said proposed work and improvements, and for further
particulars, and which said documents are hereby incorporated
herein and made a part hereof by reference thereto.

NOW, THEREFORE, if the above-bounden Principal, Contractor,
Company, or Corporation or its subcontractor, shall well and
truly perform the work contracted to be done under said
contract, then this obligation to be null and void;

Micro Fiched

otherwise to remain in full force and effect.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans, profiles, detailed drawings and specifications and no forbearances on the part of said Entity shall operate to relieve any surety or sureties from liability on this bond, and consent thereto without notice to or consent by such surety is hereby given, and the said surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

Micro Fiched

SIGNED AND SEALED this 20th day of June, 19 66.

GRANITE CONSTRUCTION COMPANY

WITNESS:

Fern Stroh
Fern Stroh

By

Leo R. Westwater
Leo R. Westwater,
Vice President
"Principal"

Approved as to form:

Louis H. Sherman
By Attorney for Entity

PACIFIC INDEMNITY COMPANY
"Surety"

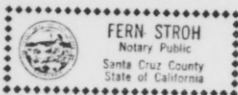
By

Donna D. Sargent
Attorney-in-fact
Donna D. Sargent

STATE OF CALIFORNIA

County of Santa Cruz

On the 20th day of June in the year
One Thousand Nine Hundred and sixty-six, before me
Fern Stroh, a Notary Public in and for the
County of Santa Cruz, personally appeared Donna D. Sargent
known to me to be the person whose name is subscribed to the
within instrument as the Attorney-in-fact of the Pacific Indemnity
Company, and acknowledged to me that he subscribed the
name of the Pacific Indemnity Company thereto
as ~~attorney-in-fact~~ and his own name as Attorney-in-fact.
Surety



(Seal)

Fern Stroh
Notary Public in and for the

Fern Stroh
County of

Santa Cruz
State of California
My Commission Expires
April 22, 1967.

Micro Fiched

FILED

JUL - 5 1966

LAURENCE P. HENIGAN, Clerk

By

Deputy

BOND NO. 323743

BOND FOR LABOR AND MATERIALS

INOW ALL MEN BY THESE PRESENTS:

That We, GRANITE CONSTRUCTION COMPANY, as

Principal, and PACIFIC INDEMNITY COMPANY, a
corporation organized and existing under the laws of the
State of California, and duly authorized to transact
business under the laws of the State of California, as Surety,
are held and firmly bound unto the COUNTY OF YOLO, California,
herein called Entity, duly created and existing under and by
virtue of the laws of the State of California, and unto any and
all material men, persons, companies, or corporations furnishing
materials, provisions, provender, or other supplies used in, upon,
for or about the performance of the work contracted to be executed
or performed under the contract hereinafter mentioned, and all
persons, companies or corporations renting or hiring teams, or
implements or machinery, for or contributing to said work, and
all persons who perform work or labor upon the same, and all
persons who supply both work and materials, and whose claims
have not been paid by the Contractor, company or corporation,
in the just and full sum of Thirty four thousand, nine hundred

thirty-eight and 50/100- - - - -

DOLLARS (\$34,938.50) (not less than 50% of the total
contract price) in lawful money of the United States of America,
for the payment whereof well and truly to be made to said COUNTY
OF YOLO and to said persons jointly or severally, the said
Principal and Surety bind themselves, their successors and
assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that
WHEREAS, the above-bounden Principal has entered into a
contract of even date herewith, with the Entity, which said
contract is incorporated herein, by reference, and made a
part hereof, for all purposes, as though fully set forth
herein, or attached hereto, said work to be done and improve-
ment to be made being particularly described in the plans,
detailed drawings and specifications entitled

County Road 102 from County Road 31 to Engineer's Station

1076+30.90

(Plan Index No. 102.068-102.078

(Work Order No. 4130)

reference to which said documents and any changes and modifications which have been or may be made therein as provided by law, is hereby made for a full and detailed description of said proposed work and improvements, and for further particulars, and which said documents are hereby incorporated herein and made a part hereof by reference thereto.

Micro Fiched

NOW, THEREFORE, if the above-bounden Principal, Contractor, Company or Corporation or its subcontractor, fail to pay for all materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of Chapter 3 of Division 5 of Title 1 of the Government Code of California, providing for contractor's bond; provided, also, that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the Court to the prevailing party in said suit; said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans, profiles, detailed drawings and specifications and no forbearance on the part of said entity shall operate to relieve any surety or sureties from liability on this bond, and consent given and the said surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED this 20th day of June, 19 66.

WITNESS:

GRANITE CONSTRUCTION COMPANY

By Leo R. Westwater

By Leo R. Westwater, Vice President
"Principal"

Fern Stroh
Fern Stroh

Approved as to form:

W. H. Stroh
By W. H. Stroh
Attorney for Entity

PACIFIC INDEMNITY COMPANY

"Surety"

By Donna D. Sargent
Attorney-in-fact
Donna D. Sargent

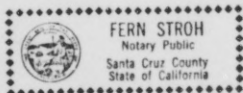
Micro Fiched

STATE OF CALIFORNIA
County of Santa Cruz

Micro Fiched

On this 20th day of June in the year One
Thousand Nine Hundred and sixty-six, before me, -
Fern Stroh, a Notary Public in and for the County
of Santa Cruz, personally appeared Donna D.

Sargent known to me to be the person whose name is
subscribed to the within instrument as the Attorney-in-fact
of the Pacific Indemnity Company, and acknowledged to me that he sub-
scribed the name of the Pacific Indemnity Company, thereto as
~~Principal~~ and his own name as Attorney-in-fact.
Surety



(Seal)

Fern Stroh
Notary Public in and for the County of
Santa Cruz,

State of California
My Commission Expires April 22, 1967.

Micro Fiched

CERTIFICATE OF INSURANCE

GRANITE

Date: AUGUST 6, 1964

TO: DEPARTMENT OF PUBLIC WORKS
County of Yolo
203 Lincoln
Woodland, California
ADDRESS:

Attn: Mr. G. N. Gibson

Micro Fiched

This is to certify that the insurance coverages listed below have been placed with the American Casualty Company, Reading, Pennsylvania; and with Lloyd's Underwriters, 350 Sansome Street, San Francisco, California.

NAME OF ASSURED: GRANITE CONSTRUCTION COMPANY, P. O. Box 900, Watsonville, California

American Casualty Company

Lloyd's Underwriters

Policy/Certificate
Numbers

CL 205400

L 72832

L 72833

EFFECTIVE DATES:

JANUARY 1, 1964 to JANUARY 1, 1967

COMBINED LIMITS OF LIABILITY:

Bodily Injury

\$250,000.00 each person
500,000.00 each occurrence

Property Damage

\$100,000.00 each occurrence
100,000.00 aggregate

FILED
JUL - 5 1966

LAURENCE P. HENIGAN, Clerk

By: Laurence P. Henigan Deputy

JOB: ALL OPERATIONS IN THE STATE OF CALIFORNIA

In the event of cancellation, the Company/Underwriters will give the certificate holder above named 10 days written notice prior to cancellation.

AMERICAN CASUALTY COMPANY OF READING, PA.

BY:

McSHERRY & HUDSON
McSHERRY & HUDSON, Agents
9 Third Street
Watsonville, California

UNDERWRITERS AT LLOYD'S
Rathbone King & Seeley

BY:

Laurence P. Henigan

Micro Fiched

FILED

JUL 25 1966

LAURENCE P. HENIGAN, Clerk

By *[Signature]* Deputy

AGREEMENT NO. 66-55

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 29th day
of June, 19 66, by and between
Cen-Cal Company, a California Corporation

Micro Fiche

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and per-
formed by the said County, and under the conditions expres-
sed in the two bonds, bearing even date with this contract,
and hereunto attached, the said Contractor agrees with said
County at his own proper cost and expense, to do all the
work and furnish all the materials, except such as are
mentioned in the specifications and plans to be furnished
by said County necessary to construct and complete in a
good workmanlike and substantial manner and to the satisfaction
of the Department of Public Works, of the County of Yolo,

a rigid frame metal storage building and site preparation on Cottonwood

Street in Woodland, California

(Description and Location of Project)

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

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The work to be done is shown upon a set of plans
entitled County of Yolo, Department of Public Works,

Plans for Department of Agriculture, County of Yolo, Storage Building

Micro Fiches

(Plan Index No. 616.18-616.25)

(WO # 0215)

Approved June 13, 1966 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within Sixty (60) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

Micro Fiches

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

Micro Ficher

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE VI - It is further stipulated and agreed by and between the County and the Contractor hereto that no alien shall be employed upon any part of the foregoing work, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except to work upon public, military or naval defenses or work in time of war. For any breach of any of the stipulations contained in the above paragraphs relative to hours of labor, rates of wages and employment of aliens, the Contractor shall forfeit to the said Board of Supervisors of the County of Yolo, to be retained by said County out of monies payable to said party under the terms of this Contract, a penalty in the sum of Ten (10) Dollars per day for each laborer, workman or mechanic employed in the execution of said Contract, by said Contractor, or any subcontractor under it for each calendar day during which any such laborer, workman or mechanic is required and/or permitted to labor more than eight (8) hours in violation of and/or is paid a rate of wages in violation of the provisions of said paragraphs and the stipulations of this Contract.

ARTICLE VII - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California.

Micro Ficher

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

Louis F. Suenkel

By [Signature]
County Counsel

COUNTY OF YOLO

By [Signature]
Chairman of the Board of Supervisors

ATTEST:

Laurence P. Henigan, Clerk

By [Signature] Deputy

By [Signature]
Contractor

FILED

JUL 25 1966

LAURENCE P. HENIGAN, Clerk

By

Deputy

Premium charged for this bond
is the sum of \$ 294.00

Bond No. B-495588

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That We, Cen-Cal Company, a California Corporation, as
Principal, and UNITED PACIFIC INSURANCE COMPANY, a
corporation organized and existing under the laws of the
State of Washington, and duly authorized to transact
business under the laws of the State of California, as Surety,
are held and firmly bound unto the COUNTY OF YOLO, CALIFORNIA,
herein called Entity, duly created and existing under and by
virtue of the laws of the State of California, as obligee, in
the just and full sum of nineteen thousand, six hundred and thirty-

TWO

DOLLARS (19,632.00), (Not less than 50% of the total
contract price) in lawful money of the United States of America
for the payment whereof well and truly to be made to said
Entity, the said Principal and Surety bind themselves, their
successors and assigns, jointly and severally, firmly by these
presents.

THE CONDITION of the foregoing obligation is such that
WHEREAS, the above-bounden Principal has entered into a con-
tract of even date herewith, with the Entity, which said
contract is incorporated herein by reference, and made a
part hereof, for all purposes, as though fully set forth
herein, or attached hereto, said work to be done and im-
provement to be made being particularly described in the plans,
detailed drawings, special provisions, and specifications
entitled

Storage Building, Department of Agriculture

(Plan Index No. 616.18-.25)

(Work Order No. 0215)

and any changes and modifications which have been or may be
made therein as provided by law, reference to which said
documents is hereby made for a full and detailed description
of said proposed work and improvements, and for further
particulars, and which said documents are hereby incorporated
herein and made a part hereof by reference thereto.

NOW, THEREFORE, if the above-bounden Principal, Contractor,
Company, or Corporation or its subcontractor, shall well and
truly perform the work contracted to be done under said
contract, then this obligation to be null and void;

otherwise to remain in full force and effect.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans, profiles, detailed drawings and specifications and no forbearances on the part of said Entity shall operate to relieve any surety or sureties from liability on this bond, and consent thereto without notice to or consent by such surety is hereby given, and the said surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED this 29th day of June, 1966.

WITNESS:

CEN-CAL COMPANY

By

"Principal"

Approved as to form:

LEWIS F. SHERIDAN COUNTY CLERK

UNITED PACIFIC INSURANCE COMPANY
"Surety"

By

R. H. BIRDER--Attorney-in-fact

Attorney for Entity

STATE OF CALIFORNIA
County of ALAMEDA

On the 29th day of June in the year One Thousand Nine Hundred and sixty-six, before me ROSE GONZALES, a Notary Public in and for the County of ALAMEDA, personally appeared R. H. BIRDER

known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the UNITED PACIFIC INSURANCE COMPANY, and acknowledged to me that he subscribed the name of the thereto as principal and his own name as Attorney-in-fact.

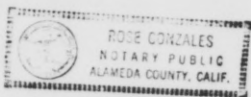
Notary Public in and for the
ROSE GONZALES

Alameda
County of

My Commission Expires October 25, 1969

State of California
My Commission Expires

(Seal)



FILED

JUL 25 1966

LAURENCE P. MENIGAN, Clerk

By Robert E. [Signature]
Deputy

The premium charged for this bond is included
in the premium charged for [] and guaranteeing
performance of said contract.

Bond No. B-495588

BOND FOR LABOR AND MATERIALS

INOW ALL MEN BY THESE PRESENTS:

That We, Cen-Cal Company, a California Corporation, as

Principal, and UNITED PACIFIC INSURANCE COMPANY, a
corporation organized and existing under the laws of the
State of Washington, and duly authorized to transact
business under the laws of the State of California, as Surety,
are held and firmly bound unto the COUNTY OF YOLO, California,
herein called Entity, duly created and existing under and by
virtue of the laws of the State of California, and unto any and
all material men, persons, companies, or corporations furnishing
materials, provisions, provender, or other supplies used in, upon,
for or about the performance of the work contracted to be executed
or performed under the contract hereinafter mentioned, and all
persons, companies or corporations renting or hiring teams, or
implements or machinery, for or contributing to said work, and
all persons who perform work or labor upon the same, and all
persons who supply both work and materials, and whose claims
have not been paid by the Contractor, company or corporation,
in the just and full sum of nineteen thousand, six hundred and

thirty two

DOLLARS (19,632.00) (not less than 50% of the total
contract price) in lawful money of the United States of America,
for the payment whereof well and truly to be made to said COUNTY
OF YOLO and to said persons jointly or severally, the said
Principal and Surety bind themselves, their successors and
assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that
WHEREAS, the above-bounden Principal has entered into a
contract of even date herewith, with the Entity, which said
contract is incorporated herein, by reference, and made a
part hereof, for all purposes, as though fully set forth
herein, or attached hereto, said work to be done and improve
ment to be made being particularly described in the plans,
detailed drawings and specifications entitled

Storage Building, Department of Agriculture

(Plan Index No. 616.18-.25)

(Work Order No. 0215)

reference to which said documents and any changes and modifications which have been or may be made therein as provided by law, is hereby made for a full and detailed description of said proposed work and improvements, and for further particulars, and which said documents are hereby incorporated herein and made a part hereof by reference thereto.

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NOW, THEREFORE, if the above-bounden Principal, Contractor, Company or Corporation or its subcontractor, fail to pay for all materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of Chapter 3 of Division 5 of Title 1 of the Government Code of California, providing for contractor's bond; provided, also, that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the Court to the prevailing party in said suit; said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans, profiles, detailed drawings and specifications and no forbearance on the part of said entity shall operate to relieve any surety or sureties from liability on this bond, and consent given and the said surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED this 29th day of June, 19 66.

WITNESS:

CEN-CAL COMPANY

By

By

"Principal"

Micro Fiched

Approved as to form:

UNITED PACIFIC INSURANCE COMPANY

"Surety"

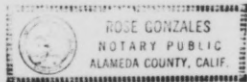
By

Attorney for Entity R. H. BIDER-Attorney-in-fact

STATE OF CALIFORNIA
County of _____

Micro Fiched

On this 29th day of June in the year One
Thousand Nine Hundred and sixty-six, before me, -
ROSE GONZALES, a Notary Public in and for the County
of ALAMEDA, personally appeared R. H. BIRDER
known to me to be the person whose name is
subscribed to the within instrument as the Attorney-in-fact
of the UNITED PACIFIC INSURANCE COMPANY and acknowledged to me that he sub-
scribed the name of the Principal, thereto as
Principal and his own name as Attorney-in-fact.



(Seal)

Rose Gonzales
Notary Public in and for the County of
Alameda ROSE GONZALES

State of California My Commission Expires October 25, 1969
My Commission Expires

Micro Fiched

GENERAL INSURANCE COMPANY OF AMERICA

Home Office: 4347 Brooklyn Ave. N.E., Seattle 5, Washington (A Stock Insurance Company)

RAPID-LIFE GENERAL
INSURANCE

Certificate of Insurance

General Insurance Company of America hereby certifies that such insurance policies as are indicated hereunder have been issued and are in full force and effect on the effective date of this certificate.

Micro Fiched

Name of Insured and Mailing Address (Street, City, State)

DBA GEN CAL CO., INC.
13880 CATALINA ST.
SAN LEANDRO, CALIF. 94577



Policy Period: from 4/5/66 to 4/7/67

12:01 A.M., Standard Time, at the address of the insured shown above.

This certificate indicates insurance afforded only with respect to such and so many of the policies of insurance as are indicated by number herein, and to such and so many of the coverages under such policies as are indicated by the inclusion of limits of liability, amount of coverage or the word "Included".

This certificate is only a statement of the existence of the policy or policies of insurance herein referred to and does not change or affect the terms thereof.

Type of Insurance	Policy Number	Coverage	Limits of Liability or Amount of Coverage
Public Liability Other Than Auto or Elevator	BLP 203639	Bodily Injury	500,000. One Person 1,000,000. One (Accident)(Occurrence)
		Property Damage	One Accident Aggregate
Auto Public Liability		Bodily Injury	500,000. One Person 1,000,000. One (Accident)(Occurrence)
		Property Damage	One (Accident)(Occurrence)
Workmen's Compensation		Subject to the terms of the Workmen's Compensation laws of the state in which policy affords coverage.	
		FILED	
		JUL 25 1966	
		LAURENCE P. HEDIGAN, Clerk By <i>John E. Hedigan</i> Deputy	
			One Person One (Accident)(Occurrence) Aggregate One (Accident)(Occurrence)

Location of risk covered, or description of automobile or elevator covered, or description and location of operations or work covered:

☐ This policy provides Products and Completed Operations coverage.

Micro Fiched

Certificate is issued to: Name and Address

Dated
at SAN LEANDRO, CALIF.

COUNTY OF YOLO
DEPARTMENT OF PUBLIC WORKS
WOODLAND, CALIFORNIA

on JUNE 29, 1966

GENERAL INSURANCE COMPANY OF AMERICA

By BLAKE PALAMOUNTAIN/cp

**CERTIFICATE
OF INSURANCE**

TO:

COUNTY OF YOLO
DEPARTMENT OF PUBLIC WORKS
WOODLAND, CALIFORNIA



FIREMAN'S FUND FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
AMERICAN ASSOCIATED INDEMNITY CORPORATION
INSURANCE COMPANIES AMERICAN AUTOMOBILE INSURANCE COMPANY

DATE

JUNE 29, 1966

Micro Fiched

This is to certify that the Company or Companies checked above have in force as of the date hereof the following policy or policies:

NAME AND ADDRESS OF INSURED OR EMPLOYER	LOCATION OF PROPERTY, DESCRIPTION OF OPERATIONS, BUSINESS CONDUCTED
DBA GEN CAL CO., INC. 13860 CATALINA ST. SAN LEANDRO, CALIF. 94577	CONTRACTOR

KIND OF INSURANCE	POLICY NUMBER	EXPIRATION	LIMITS OF LIABILITY
WORKMEN'S COMPENSATION	WFL 45753	4/1/67	Statutory UNLIMITED
EMPLOYERS' LIABILITY			thousand dollars, each person thousand dollars, each accident
BODILY INJURY LIABILITY Other Than Automobile*			thousand dollars, each person thousand dollars, each accident thousand dollars, aggregate products
PROPERTY DAMAGE Liability other than Automobile*			thousand dollars, each accident thousand dollars, aggregate operations thousand dollars, aggregate protective thousand dollars, aggregate products thousand dollars, aggregate contractual
AUTOMOBILE:			
Bodily Injury Liability*			thousand dollars, each person thousand dollars, each accident
Property Damage Liability*			thousand dollars, each accident
Medical Payments			\$ each person
Comprehensive — Loss of or Damage to the Automobile, Except by Collision or Upset but including Fire, Theft and Windstorm			Actual Cash Value Unless Otherwise Stated Herein
Collision or Upset			Actual Cash Value less deductible

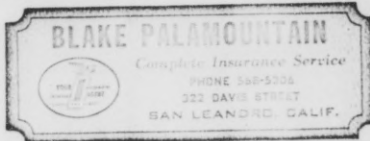
FILED

JUL 25 1966

LAURENCE P. HENIGAN, Clerk
By *John E. Jones*
Deputy

Micro Fiched

DESCRIPTION AND LOCATION OF OPERATIONS AND AUTOMOBILES COVERED



*If Comprehensive, so state. If not Comprehensive, for "other than Auto", list form such as OLT, ELEV., etc.

In event of any material change in or cancellation of the policy or policies, the Company will make every effort to notify the addressee but undertakes no responsibility by reason of failure to do so.

Blake Palamountain
BLAKE PALAMOUNTAIN
Authorized Representative

VERIFICATION OF INSURANCE

This is to certify that the policy designated below has been issued by UNDERWRITERS AT LLOYDS, LONDON and is in force at this date.

ASSURED DBA CEN CAL CO., INC.
 Address of Assured 13880 CATALINA ST. SAN LEANDRO, CALIF. 94577
 Name of Holder of this Document COUNTY OF YOLO Micro Fiched
 Address of Holder of this Document DEPARTMENT OF PUBLIC WORKS
WOODLAND, CALIFORNIA
 Type of Insurance 3RD PARTY PROPERTY DAMAGE, INCL. AUTO P. D.

POLICY NO.	EFFECTIVE DATE	EXPIRATION DATE	LIMIT OF LIABILITY
LL 31122/3	4/1/66	4/1/67	\$ <u>200,000.</u> In excess of \$ <u>100,000.</u> auto claims and \$ <u>250.00</u> all other claims

FILED

JUL 25 1966

LAURENCE P. HENIGAN, Clerk
 By [Signature] Deputy LOCATION

Micro Fiched

Such insurance as is afforded by the above policy applies to all of the operations undertaken by the Assured on and at the location stated above.

Should the above mentioned policy be cancelled, assigned or changed during the above named policy period in such manner as to affect this Document, we, the undersigned will endeavor to give 10 days written notice to the above named holder of this Document, but failure to give such notice shall impose no obligation or liability of any kind upon the undersigned or upon the Underwriters.

Countersigned at SAN LEANDRO, CALIFORNIA Dated JUNE 29, 1966

100 California Street
 San Francisco, California

CHAPMAN & ASSOCIATES,
 LANDIS PELLETIER & FARRISH INC.

[Signature]
 BLAKE PALAMOUNTAIN/ep

L-114



CALIFORNIA STATE DEPARTMENT OF PUBLIC HEALTH

YOLO COUNTY
AGREEMENT
NO. 66-56

Immunization Project Grant Agreement

Project No. V-66-5-94

Contract No. 97

This agreement is made and entered into this First day of July, 1966 at Berkeley, California, by and between the State of California, through its Department of Public Health, hereinafter called the State, and the County of Yolo hereinafter called the Contractor.

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WITNESSETH

WHEREAS, the Congress of the United States, through the Public Health Service of the Department of Health, Education and Welfare, has made a grant to the State of California to assist in carrying out immunization programs, to protect the population, especially all preschool children, against poliomyelitis, diphtheria, whooping cough, tetanus and measles, and;

WHEREAS, local health departments and other public agencies of the State of California may qualify for these immunization project funds in support of activities approved by the State; and

WHEREAS, the Contractor has submitted to the State a proposal for expanding his immunization activities, attached Exhibit B; and

WHEREAS, said proposal has been approved in its amended form for funding by the State;

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NOW THEREFORE, it is mutually agreed as follows:

1. The Contractor will carry out the services according to the attached General Terms and Conditions, marked Exhibit A, and said approved immunization proposal, marked Exhibit B, which Exhibits A and B are by this reference made a part hereof.

RECEIVED

SEP - 2 1966

LAURENCE P. HENIGAN, Clerk

By.....
Deputy

FILED

SEP - 2 1966

LAURENCE P. HENIGAN, Clerk

By.....
Deputy

Project No. V-66-5-94

Contract No. 97

Contractor: County of Yolo

2. The period of this contract shall be from July 1, 1966 to and including June 30, 1967
3. Periodic progress reports and a final report of project operations shall be submitted to the State.
4. State shall reimburse the Contractor not more frequently than Quarterly, for actual expenditures in accordance with the budget herein contained, upon receipt of invoices in triplicate. The total liability of the State under this contract shall not exceed \$15,675.00
5. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
6. Contractor agrees to comply with the provisions of the attached Form 3, Fair Employment Practices Addendum, which Form 3 is by this reference made a part hereof.

IN WITNESS WHEREOF, this agreement has been executed, in quadruplicate, and on behalf of the parties hereto, the day and year first written above.

I certify that all conditions for exemption have been complied with and this contract is exempt from Department of General Service's approval.

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STATE OF CALIFORNIA
Department of Public Health

G. Leonard Johnston, Assistant Chief
Division of Administration

Contractor YOLO COUNTY

By [Signature]
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Appropriation Item 175, CH 2/66-2 E.S. F.Y. 1966/67
Function or Fund General
Line Item Allotment 093-40 Immigration Project V-66-5-94
Amount of this Estimate

\$15,675.00

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. (After T.B.A. No. or B.R. No. _____).

[Signature]
Accounting Officer

AUG 3 - 1966

APPROVED BY [Signature] For Department of Finance

FOR	OFFICE	DATE
Department of General Services		
APPROVED		
AUG 8 1966		
By ROBERT L. HATKNES, Director		

July 5 1966
Lewis F. Spencer

By [Signature]

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

GENERAL TERMS AND CONDITIONS

IMMUNIZATION PROJECT CONTRACTS

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Contracts for Immunization Projects supported by Public Health Service Immunization Project Grant Funds granted to the California State Department of Public Health, and all reimbursements thereunder are subject to the following:

I. USE OF FUNDS

- A. Funds may be expended pursuant to the contract only for the purposes specified in the approved attached immunization proposal and in accordance with applicable Federal, State and local laws and regulations. Immunization Project Grant funds may be used only to pay the following costs of community immunization programs against poliomyelitis, diphtheria, whooping cough, tetanus and measles:

1. The cost of vaccines for use in vaccinating preschool children. Satisfactory assurance must be given that upon request to the applicant any physician practicing in the area in which the program is carried out will be furnished with such amounts of vaccine as are reasonably necessary in order to enable such physician during the period of the immunization program in his community to immunize preschool children.
2. Salaries and such related expenses as travel, supplies, and materials for additional local health personnel who are engaged in:
 - a. Planning, organizational, and promotional activities in connection with community immunization programs;
 - b. Conducting studies to determine the immunization needs of communities and the means of best meeting such needs; and
 - c. Maintaining additional epidemiologic and laboratory surveillance occasioned by community immunization programs.

B. Costs to be financed through Local Resources.

All costs of carrying out immunization programs other than those costs specified in paragraph A must be provided from other available resources (including other project funds when so authorized). These costs include:

1. Services of physicians, nurses, and other required to staff community vaccination clinics.
2. Purchase of vaccines for other than preschool children.
3. Registration and record keeping activities at vaccination clinics.
4. Equipment, supplies, facilities and materials needed for administering the vaccines.

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- C. The Contractor will assume indirect (overhead) costs incurred in carrying out the project.
- D. Funds may not be budgeted or used for the acquisition of land, acquisition or construction of buildings, foreign travel, dues payable to professional societies and organizations.
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- E. Funds approved for the purchase of vaccines may not be used to purchase more vaccine than specified in the approved grant and may not be increased or decreased by transfers into or out of the vaccine item of the budget as approved, without a project revision. With respect to funds approved for other expenditures it is expected that the distribution of costs between categories of expenditures will follow the budget(s) included in the approved application. However, to facilitate project development, transfers between other categories may be made by the Contractor without specific authorization if such transfers do not result in a cumulative increase in any budget category of more than 25% or \$1,000.00, whichever is greater. (For the purpose of this provision, sub-categories within the "other" category will be considered separate budget categories). Where (1) a larger transfer is involved, or (2) a transfer regardless of the amount would result in a significant change in the character or scope of the project, approval of the project revision must be secured.
- F. All obligations of project funds must be incurred within an established contract period and, unless otherwise authorized, liquidated within two years of the date on which the obligation was incurred. No obligation may be incurred from project funds for the purchase of vaccine or supplies which are delivered after the termination of the project.
- G. The Contractor will refund to the State the value of any vaccine purchased with project funds not used by the termination of the project.

II. FEES

No charge may be made for the vaccination in public clinics or other public vaccination facilities of preschool children when the vaccine used has been purchased from project funds. Physicians who are furnished vaccine purchased with project funds for the vaccination in their offices of preschool children are not to charge their patients for the cost of such vaccines but may charge for their professional services.

III. NON-FINANCIAL ASSISTANCE

Assistance will normally be in the form of a financial grant. In special circumstances and upon request, assistance may include the assignment of Public Health Service personnel with the amount of the financial grant reduced by the cost of such direct assistance. As a matter of general policy, the Public Health Service will not furnish vaccine in lieu of cash payments of grant funds for an approved project. This general policy will be waived only in those exceptional cases where substantial savings in vaccine costs will result or when other compelling circumstances warrant.

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IV. REIMBURSEMENT PROCEDURES

The State shall reimburse the Contractor not more frequently than upon submission of an invoice in triplicate reporting actual expenditures in the same detail as the budget in the project application, and in a form acceptable to the State.

V. PROGRAM, FINANCIAL, AND VACCINE RECORDS AND REPORTS

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- A. Contractor must maintain necessary program and financial records to facilitate submission of required reports and the conduct of program review and fiscal audits.
- B. Records of vaccine use certified by a responsible person such as a physician, clinic official, etc., must be secured by the grantee and kept in the offices of the agency to which a grant is made until the audit is compiled and all problems arising therefrom are resolved. Such records shall contain information as to the amount of vaccine purchased with Immunization Project grant funds or furnished by the State under the terms of an Immunization Project grant, the amount of such vaccine used in giving immunizations to preschool children, the number of preschool children vaccinated with such vaccine and the disposition of any vaccine not used (i.e., through loss, breakage, destruction, spoilage, waste, etc.).
- C. Monthly financial reports will be required. A separate fund account shall be maintained for the project for each grant period. Unless subsidiary accounts are maintained to reflect total receipts and expenditures for the project by fund source and object classification, a separate control by source and object classification should be maintained to record such data. These accounts, supporting invoices, warrants, payrolls, etc., should be retained until the fiscal audit is completed and any questions arising from it resolved. Records adequate for the identification and location of property purchased in whole or part with grant funds also should be maintained.
- D. Program reports will be required to permit the evaluation of progress of approved projects. The nature and frequency of reports will be stipulated in the notification of approval and will specifically provide for reporting project accomplishments.

VI. SITE VISITS AND AUDITS

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- A. The State may arrange for site visits by their representatives for the purpose of reviewing and evaluating project proposals or operations.
- B. Fiscal audits of the Contractor's accounts will be made by representatives of the State and the grantee will receive a report of their findings. (For auditing purposes, all records (See Sections V) must be accessible to these representatives.

VII. TERMINATION OF PROJECT AND ACCOUNTABILITY FOR PROJECT FUNDS

- A. In the event a Contractor fails to comply with Federal law, regulations, or terms and conditions, or fails to carry out the project as approved, the State may, on reasonable notice to the Contractor withhold further payments or terminate the Contract.

- B. Any unobligated balance including the value of unused vaccine in or due the project account, as determined by audit, at the termination of the final project period must be refunded to the State.

VIII. PUBLICATION, COPYRIGHT, AND PATENT POLICIES

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- A. In the absence of stated specific conditions to the contrary, the Contractor may publish information about the operations and findings of the Contract without prior approval from the State. However, it is requested that authors acknowledge State and Federal funds by including the following note:

This (project or study) was supported in part by the Immunization Project Grant from the Public Health Service to the California State Department of Public Health.

The Contractor is requested to furnish to the State, whenever possible, thirty reprints of publications which derive from, describe or analyze the findings resulting from contract operations.

- B. Copyright arrangements can be made without State or Public Health Service approval, but any such copyrighted materials shall be subject to a royalty free, nonexclusive, and irrevocable license to the Government to reproduce them, translate them, use and dispose of them, and to authorize others to do so.
- C. All inventions arising out of activities supported in whole or in part by Public Health Service grant funds must be promptly and fully reported to the Surgeon General.

Prior or subsequent to the award of an Immunization Project Grant, the Public Health Service must be advised of any outstanding commitments or obligations of the applicant organization, or the professional personnel to be associated with the proposed project, which conflict with Department of Health, Education and Welfare patent regulations. A statement concerning patent commitments of the applicant organization, signed by an official of the organization authorized to act in patent matters, must be submitted as part of the initial grant application or must have been submitted previously. In addition, grantees must submit an annual invention statement in connection with continuation applications. The term "invention" includes, but is not limited to, improvements or discoveries, including innovations (or the new use) of a process, art, or method, machine, and manufacture or composition of matter.

IX. CIVIL RIGHTS

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Immunization Project Grants must be administered in conformance with the Civil Rights Act of 1964; the Regulation (45 CFR, Part 80) issued pursuant thereto by the Department of Health, Education and Welfare; and the Assurance of Compliance (Form HEW-441) on file with the Public Health Service. If an immunization project grantee enters into any contract or other arrangement with another entity or individual to provide services or other benefits under the Federally assisted program, the grantee must obtain an agreement in writing from such individual or entity that he or it will carry out its functions under the contract or arrangement in accordance with Title VI and the Regulation.

DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE
PUBLIC HEALTH SERVICE
BUREAU OF STATE SERVICES (COMMUNITY HEALTH)
WASHINGTON, D.C. 20201

TO BE COMPLETED BY PHS	
DATE RECEIVED	
PHS ACCOUNT NUMBER	
GRANT NUMBER	Micro Fictitious

APPLICATION FOR HEALTH SERVICES PROJECT GRANT

1. GRANT PROGRAM

- | | | |
|--|--|--|
| ☐ CANCER CONTROL | ☐ MENTAL RETARDATION | ☒ VACCINATION ASSISTANCE |
| ☐ COMMUNITY HEALTH SERVICES | ☐ NEUROLOGICAL AND SENSORY DISEASE SERVICES | ☐ VENEREAL DISEASE CONTROL |
| ☐ MIGRANT HEALTH SERVICES | ☐ TUBERCULOSIS CONTROL | ☐ OTHER (Specify) _____ |

2. PROJECT TITLE

Yolo County Immunization Project

V-CC-5-94

3. NAME AND ADDRESS OF APPLICANT ORGANIZATION

California State Department of Public Health
2151 Berkeley Way
Berkeley, California 94704

4. NAME, TITLE, AND ADDRESS OF PROJECT DIRECTOR

Herbert Bauer, M.D., Public Health Director
and Director of Mental Health
Yolo County Health Department
P.O. Box 1157
Woodland, California

TELEPHONE NO.: 662-3241 Ext. 250

5. NAME AND TITLE OF AUTHORIZED OFFICIAL

Lester Breslow, M.D., Director
California State Department of Public Health
2151 Berkeley Way
Berkeley, California 94704

6. TYPE OF APPLICATION

- | | |
|---|---------------------------------------|
| ☒ INITIAL | ☐ CONTINUATION |
| ☐ RENEWAL | ☐ REVISION |

7. PROJECT PERIOD REQUESTED OR APPROVED

FROM July 1, 1966 THROUGH June 30, 1969

TELEPHONE NO.: 843-7900 Ext. 201

8. PAYEE (Name, Title, and Address)

Jessie McClay, Accounting Officer
California State Department of Public Health
2151 Berkeley Way
Berkeley, California 94704

9. GENERAL LEVEL OF SUPPORT REQUESTED
PORTION OF PROJECT PERIOD

	FROM	THROUGH	AMOUNT
01	July 1, 1966	June 30, 1967	20,656.19 ¹⁹⁴⁵
02	July 1, 1967	June 30, 1968	20,557
03	July 1, 1968	June 30, 1969	21,222
04			
05			
TOTAL			\$ 62,635 ^{60,924}

TELEPHONE NO.: 843-7900 Ext. 585

10. APPLICANT'S CERTIFICATION: The undersigned accept, as to any grant awarded, the obligation to comply with the terms and conditions in the Health Services Project Grants Manual; the undersigned agree to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the Regulation issued pursuant thereto and state that the Assurance of Compliance with such Regulation (Form HHS-441) which has previously been filed by the applicant, or is attached, applies to this project; the undersigned also certify that they have no commitments or obligations, including those with respect to inventions inconsistent with Department regulations. (42 CFR, Part 8)

SIGNATURE OF AUTHORIZED OFFICIAL

DATE

SIGNATURE OF PROJECT DIRECTOR

DATE

11. STATE HEALTH OFFICER'S RECOMMENDATION

I recommend this application be:

- ☒ APPROVED ☐ DISAPPROVED

SIGNATURE

DATE

12. REGIONAL HEALTH DIRECTOR'S RECOMMENDATION

I recommend this application be:

- ☐ APPROVED ☐ DISAPPROVED

SIGNATURE

DATE

BUDGET FOR 12-MONTH PORTION OF PROJECT PERIOD			NO. OF POS.	ANNUAL SALARY	TIME ON EFFORT	TOTAL AMOUNT REQUIRED	SOURCE OF FUNDS	
FROM	THROUGH						APPLICANT OR OTHER	REQUESTED FROM PHS
01	July 1, 1966	June 30, 1967	a	b	c	1	2	3
A. PERSONNEL								
1. Present (nongrant) staff to participate in Project								
Director of Public Health			1	19,200	2%	384	384	
Ass't. Director of Public Health			1	13,932	10%	140	140	
Director Public Health Nursing			1	8,484	5%	424	424	
Supervising Public Health Nurse			1	6,636	10%	664	664	
Public Health Nursing(Equivalent)			1	6,174	10%	618	618	
Clerk(Equivalent)			1	4,158	10%	416	416	
Administrative Assistant			1	6,324	5%	317	317	
Health Educator (1/5th time)			1	1,500	5%	75	75	
2. Additional Staff								
Public Health Nurse(Equivalent)			1	6,174	100%	6,174		6,174
Intermediate Typist-Clerk			1	4,158	100%	4,158		4,158
Hourly Help						1,000		1,000
OASDI-PHEN						244		244
Retirement						448		448
Hospital Insurance						60		60
OASDI-I.T. Clerk						181		181
Retirement						329		329
Hospital Insurance						60		60
SUB-TOTAL						\$15,692	\$3,038	\$12,654
B. SUPPLIES								
Health Education Materials and Supplies						300 500		300 500
Office Supplies						300 500		300 500
Birth certificate follow-up supplies						800		800
2,000 Plastic Immunization Cards (@ .05¢ each)						100		100
SUB-TOTAL						\$1,900		\$1,900
C. TRAVEL								
Public Health Nurse						600		600
Present (non Grant) Staff						600	600	
Out of County - Out of State Travel						500		500
SUB-TOTAL						\$1,700	\$600	\$1,100
SUB-TOTAL THIS PAGE (carried forward to page 3)						\$19,292	\$3,638	\$15,654

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BUDGET FOR 24-MONTH PORTION OF PROJECT PERIOD - Continued			TOTAL AMOUNT REQUIRED	SOURCE OF FUNDS	
FROM	THROUGH	APPLICANT OR OTHER		REQUESTED FROM PHS	
01	July 1, 1966	June 30, 1967	1	2	3
SUB-TOTAL (Brought forward from page 2)			\$ 19,292	\$ 3,638	\$ 15,654 15, 257
D. EQUIPMENT					
Typewriter (manual)			220 531		220 531
Typewriter stand.			50		50
Desk			151		151
Typist chair			50		50
File Cabinet-			150		150
					Micro Fished
SUB-TOTAL			\$ 421 932	\$	\$ 421 932
E. OTHER					
Computer and Tabulation Service			750		750
DPT (2,950 doses)			333	333	
Trivalent Polio (3,510 doses)			1,650	850	800
DT (760 doses)			159	159	
Smallpox (1,000)			120	120	
Measles (4,000)				Direct Assistance	
Typhoid (900)			20	20	
Tetanus (250)			48	48	
Syringes, cotton, alcohol			1,225	1,225	
SUB-TOTAL			\$ 4,305 350	\$ 2,755	\$ 1,550 750
F. REQUESTED FROM PHS					
Measles Vaccine					18,136 16, 425
@ .68c per dose 4,000					2,720
SUB-TOTAL			\$ 25,538 27,249	\$ 6,393	\$ 20,856 12, 45
G. TOTAL DIRECT COSTS OF PROJECT					
1. INDIRECT COSTS				1a. FOR PHS USE ONLY	
A. ☒ NO INDIRECT COST ALLOWANCE REQUESTED				ADC	
B. AN INDIRECT COST ALLOWANCE REQUESTED AT THE FOLLOWING RATE:				RATE	
1. ESTABLISHED RATE OF _____%			INITIAL OR RENEWAL	CONTINUATION	
2. PROVISIONAL RATE OF 20%					
3. PROVISIONAL RATE OF _____%					
				PDCA	
				TDC	Micro Fished
				PHS TOTAL	
1b. SOURCES OF OTHER FUNDS (Identify "FEES" separately)					
Annual Budget Appropriation				6,393	
TOTAL			\$	6,393	

16. ESTIMATE OF FUTURE REQUIREMENTS FOR EACH 12-MONTH PORTION OF PROJECT PERIOD				TOTAL AMOUNT REQUIRED 1	SOURCE OF FUNDS	
			APPLICANT OR OTHER 2		REQUESTED FROM PHG 3	
02	FROM July 1, 1967	THROUGH June 30, 1968	TOTAL	\$ 27,102	\$ 6,545	\$ 20,557
			PERSONNEL	16,477	3,190	13,287
			SUPPLIES	1,900		1,900
			TRAVEL	1,700	600	1,100
			EQUIPMENT			
			OTHER	7,025	2,755	4,270
03	FROM July 1, 1968	THROUGH June 30, 1969	TOTAL	\$ 27,927	\$ 6,705	\$ 21,222
			PERSONNEL	17,302	3,350	13,952
			SUPPLIES	1,900		1,900
			TRAVEL	1,700	600	1,100
			EQUIPMENT			
			OTHER	7,025	2,755	4,270
04	FROM	THROUGH	TOTAL	\$	\$	\$
			PERSONNEL			
			SUPPLIES			
			TRAVEL			
			EQUIPMENT			
			OTHER			
05	FROM	THROUGH	TOTAL	\$	\$	\$
			PERSONNEL			
			SUPPLIES			
			TRAVEL			
			EQUIPMENT			
			OTHER			
17. OTHER GRANT SUPPORT SOURCE AND GRANT NUMBER		PROJECT TITLE		PERIOD OF SUPPORT		AMOUNT
MS 060C (66)		Nursing Care and Health Supervision of Families of Migrant Workers		1965-66		\$ 18,493
047-40 #305		Health Referral Service Medical Rejectee		1965-66		1,200
Contract #282 (Amended)		Cervical Cytology Screening Program		1965-66		800

APPLICATION FOR VACCINATION ASSISTANCE

PROJECT GRANT

Introduction

This application is for financial support through June 30, 1969, to institute measles vaccination which is not done through our department now, and to strengthen the program of immunization of children under school age against diphtheria, whooping cough, tetanus, smallpox and poliomyelitis which is now carried on. It is also to provide practicing physicians in Yolo County with vaccine to be used in accordance with the stipulated regulations.

Although the reported number of measles for 1964 was only 22, this is not indicative of the true situation as this disease goes largely unreported. The cost of distribution and/or administration of measles vaccine is prohibitive to the Health Department. Since 39% of those contacted in a recent survey had been immunized by the Health Department, it is hoped that by supplying private physicians with measles vaccine and continuing and strengthening the present Health Department program by the addition of measles vaccine the immunization level of all children under school age in Yolo County to measles will also be high. Micro Fiched

Yolo County is located in the Southwestern part of the Sacramento Valley bounded in the East by the Sacramento River. The total land area embraces 1,014 square miles. The population is approximately 80,000, an increase of about 5,000 in the last two years. The annual Health Department budget is approximately \$234,500; an expenditure of \$2.92 per capita per year, of which \$2.20 is derived from local tax money and 72¢ from outside sources. A copy of our last annual report is enclosed. Micro Fiched

The Health Department consists of a Medical Director, Assistant Health Officer, Director of Nurses, Supervising Nurse, eleven staff nurses, four sanitarians, two laboratory technicians, an Administrative Assistant and seven typist-clerks. A Health

Educator serves the department on a one-fifth time basis. A Community Mental Health Services Division has just been established under the direction of the Health Department.

Micro Fiched

Yolo County is largely agricultural, but has several food processing plants and a branch of the University of California at Davis with an enrollment of 8,000 and is rapidly becoming urbanized. Since the discontinuance of the Barcero Program more children of Agricultural Workers are seen in clinics conducted by the Health Department.

During the early part of 1965 questionnaires were sent to parents of babies born during the previous year regarding the immunization status of these children; 50% of those contacted responded and 96% had been completely immunized. Of these, 39% had been immunized by the Health Department.

Micro Fiched

Present Immunization Activities

Weekly immunization clinics open to persons of all ages are held at both the Health Department in Woodland and at the Broderick Branch office. Polio, DT, DPT Tetanus, Typhoid and Smallpox are given at these clinics as indicated.

Micro Filled

Children under school age may come to the Child Health Conferences, (18 of which are held in 13 different locations) for DPT, DT, Tetanus, Smallpox and Polio immunizations. Mothers delivering at Yolo General Hospital are informed of the existence of these clinics at post partum classes conducted by public health nurses at the hospital. Home calls are also made on mothers delivering at Yolo General Hospital by public health nurses. All residents of Yolo County are eligible to both child health conferences and immunization clinics.

Activities Proposed

1. Immunization level determination.

- a. Determination of the immunization level of all infants 15-18 months of age by an ongoing birth certificate follow-up program.
- b. Parents of children registering for kindergarten and all new students submit immunization and health histories. These records will be utilized in locating children needing immunization.

2. County-wide intensive immunization program.

- a. Existing immunization facilities will be expanded as necessary to meet the increased demand for measles vaccinations.
- b. Polio, DPT, Smallpox and Measles vaccine will be made available to all practicing physicians in Yolo County. Certification will be required that vaccine funded through this project will be administered to preschool patients only, without charge for the vaccine. (See Addendum A).
- c. Measles vaccine would be accepted by the Health Department in lieu of money, should this be available. The Schwarz strain is preferred, but the Edmonston strain would also be acceptable.

Micro Filled

3. County-wide education and promotion program.

- a. In-service educational programs will be instituted regarding the desirability of measles immunization in conjunction with the existing immunizations.
- b. The Health Department will endeavor to service and maintain cooperation and participation of practicing physicians and other professional and lay groups.
- c. Role of Health Educator

Micro Filled

The Health Educator will assist in developing (1) inservice education, (2) continued and expanded coordination between the Health Department and professional groups, and (3) a community education program to increase existing levels of immunization, especially in infants, pre-school age children, and those with low immunization levels.

4. Ongoing Maintenance Program

- a. The public health nurse will continue to call on the parents of all infants born at Yolo General Hospital as soon as possible after birth. They will be urged to attend child health conferences.
- b. A continuous birth certificate follow-up program to encourage early and complete immunization of infants will be maintained.

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5

Method of Operation

A. Determination of Immunization Levels:

1. A survey of data already on file in schools will be made to determine how many children have had Rubella and what the immunization level is.
2. Child health conference records will be reviewed to determine how many children have completed their immunizations and how many, in addition, have either had Rubella or have been vaccinated. Micro Filsed

B. Based on results of above surveys, child health conferences and immunization clinics will be expanded as deemed necessary with special emphasis on measles immunization.

C. County-wide Education and Promotion

1. Health education programs will be developed with nursery, public, and parochial schools, day care centers, and other agencies having major association with preschool and school age children. Programs should involve agency staff, parents, and children.
2. Meetings will be held with selected parent populations, neighborhood and housing groups, to enlist their aid in expanding immunization levels. Emphasis will be placed on groups whose current level of immunization is low.
3. Educational programs for Health Department staff and possibly other professional groups will be developed. Micro Filsed
4. Because Welfare caseworkers have access to many of the so-called "hard-to-reach" families, cooperation with the Welfare Department will be sought to improve the immunization status of Welfare recipients.
5. A public information and education campaign using available forms of mass

6

media will be initiated to stimulate community awareness of the need for and the availability of preventive inoculations.

D. Ongoing Maintenance Program:

1. Diphtheria, tetanus, pertussis, polio, smallpox and measles immunizations will continue to be offered to children under school age at no cost with expansion of clinics deemed advisable.
2. Persons above this age will continue to have immunizations (excluding measles) available at presently established immunization clinics at no cost.
3. Birth certificates of all babies born in Yolo County will be screened for those whose residence is out of County, who are illegitimate, and who have expired or who are expected to expire. They will be sent to the California State Health Department where they will be coded by computer. Letters from this agency will then be sent to all parents of three month old children informing them of the need of immunization, the basic schedule, and facilities available (child health conferences, immunization clinics and private physicians). The letter will urge that if the basic series of immunizations have not already been started, they be started at this time. A return form indicating the immunization status of the child will be provided to be returned to the State Health Department's computer program by the parent or physician. The initial main contact will be repeated after four weeks for those who did not respond. If, after two mailings, there is still nor response, telephone contact will be attempted through the local agency.

4. Follow up on incomplete immunizations:

The project clerk will be assigned to review all Health Department immunization records (including child health conferences) of children. Postcards

will be mailed to all those whose records are found to be incomplete and to all those under school age who have not had measles vaccine. Completion of series including measles will be urged via appropriate methods.

A permanent immunization record will be furnished those under school age who complete their series. This will be a wallet sized plastic card that will include name, birthdate and birth certificate number of the child. It will verify completion of the basic series of immunizations and will provide space for recording dates of booster immunizations.

Micro Fiched

Personnel

Medical Director of the project will be the Director of Public Health with the Assistant Health Officer acting as Project Coordinator.

Public Health Nurse: The Public Health Nurse employed under the project will be responsible, among other things, for follow up visits to non-respondents under the birth certificate follow-up program, follow-up visits to preschool children who fail to complete the immunizations which are started by the Health Department either in child health conferences or regular immunization clinics. She will be involved in screening procedures and consultation with those receiving all types of immunizations. She will be engaged in general staff nursing on an equivalent basis.

Micro Fiched

Auditable time records will be maintained to assure that the equivalent of not less than one full-time additional public health nurse is devoted to immunization activities which are new to the department because of this project. The basic document for this purpose will be the Nurses Daily Report, which will carry a column for identification of project activities. The name of the person whose time will be offset will be furnished when she is employed.

The distribution of nursing time for the ten field nurses and one clinic nurse during one representative month is as follows:

- 50 hours: home visits to children under school age
- 63 hours: child health conferences
- 45 hours: clinics nurse's activities in immunization
- 3 hours: schools - immunization related

This totals 161 hours, the equivalent of one full-time public health nurse.

Micro Fiched

Clerk : The clerk will work with the Administrative Assistant and the Assistant Health Officer and will be employed in compiling and typing reports, ordering supplies, etc. A great deal of the data processing which the birth certificate follow-up program entails will be handled through the computer program used by the Vaccination Assistance Program at the State Department of Public Health.

Health Education Assistant, probably a student from the University of California

at Davis, with an appropriate major, or a Health Education student from Sacramento State College, will be employed on a part-time basis to assist in local promotion of the program. This assistant, in line with his academic background (health education, social work, community organization, communications), will assist the Health Educator in working with neighborhood and professional groups and in implementing the public information campaign. The Health Educator, whose services the Yolo County Health Department has on a one-fifth time basis, is a Professor of Health Education at Sacramento State College.

Micro Fiched

Micro Fiched

Project Evaluation

1. Determination of the amount of measles vaccine which is given will be the most significant means of evaluation of this aspect of the project. This will include that distributed to private physicians and given through the Health Department. Micro Fiched
2. Determination of the numbers of children who complete all immunizations as compared with completed immunizations before the project. Records of children entering kindergarten as well as child health conference records will be utilized.
3. Degree of expansion of Health Department clinics and child health conferences.

Budget Justification

The majority of budget items are self-explanatory in terms of personnel and activities proposed.

Support for polio vaccine is requested to permit non-restrictive service to the backlog of preschool susceptibles in the County, and particularly to permit us to make polio vaccine available for this purpose to private physicians in the community. Local budget support for polio vaccine can then be directed to the susceptible group of school age and above. Micro Fiched

Equipment for the Project Clerk is not available in the health department, nor are there any known sources within the County. Administrative policy does not permit capital investment for limited-term special projects such as this one. Equipment in lieu of cash is quite acceptable.

DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE
PUBLIC HEALTH SERVICE
BUREAU OF STATE SERVICES - COMMUNITY HEALTH
WASHINGTON, D. C. 20201

NOTICE OF HEALTH SERVICES PROJECT GRANT AWARDED

- ☐ CANCER CONTROL
☐ COMMUNITY HEALTH SERVICES
☐ MIGRANT HEALTH SERVICES
☐ MENTAL RETARDATION
☐ NEUROLOGICAL AND SENSORY DISEASE SERVICES
- ☐ TUBERCULOSIS CONTROL
☒ IMMUNIZATION
☐ VENEREAL DISEASE CONTROL
☐ OTHER (Specify): _____

Grantee

DATE ISSUED
May 27, 1966

PROJECT PERIOD
FROM July 1, 1966 - June 30, 1969
THROUGH

GRANT NUMBER
V-66-5-94

FHS APPROPRIATION/ALLOWANCE NUMBER
756/70343 6-0501

FHS ACCOUNT NUMBER

Micro Fiched

TITLE OF PROJECT

Yolo County Immunization Project

AMOUNT THIS AWARD → 19,145

GRANT PERIOD: July 1, 1966 - June 30, 1969

	COMPUTATION \$
1. APPROVED BUDGET FOR THIS BUDGET PERIOD	19,145
2. LESS: FUNDS AVAILABLE FROM PRIOR AWARDS	-
3. AMOUNT OF AWARD	19,145
4. LESS: AMOUNT OF DIRECT ASSISTANCE	2,720
5. AMOUNT OF CASH GRANT	16,425

GENERAL LEVEL OF SUPPORT RECOMMENDED FOR REMAINDER OF PROJECT PERIOD:

BUDGET PERIOD	AMOUNT (direct cost)
7-1-67 - 6-30-68	10,000
7-1-68 - 6-30-69	10,000

GRANTEE ORGANIZATION

CALIFORNIA STATE DEPT. OF PUBLIC HEALTH
2151 Berkeley Way
Berkeley, California 94704

PROJECT DIRECTOR

Herbert Bauer, M.D., Public Health
Director and Director of Mental Health
Yolo County Health Dept.
P. O. Box 1157
Woodland, California

FINANCIAL OFFICER

Jessie McClay, Accounting Officer
California State Dept. of Public Health
2151 Berkeley Way
Berkeley, California 94704

APPROVED BUDGET FOR BUDGET PERIOD: From 7-1-66 through 6-30-67

CATEGORIES	DIRECT ASSISTANCE	FINANCIAL ASSISTANCE	TOTAL
PERSONNEL		12,654	12,654
SUPPLIES		1,500	1,500
TRAVEL		1,100	1,100
EQUIPMENT		421	421
OTHER (Specify): Measles vaccine Contr. Serv. 750	2,720	750	2,720
INDIRECT COSTS (A) %			
TOTALS	2,720	16,425	19,145

REMARKS

See attachment.

LAURENCE P. HENIGAN, Clerk
By *John E. Lucas* Deputy

AUTHORIZED BY:

Chief, Communicable
Disease Center

David Hower
SIGNATURE

Micro Fiched

Continuation of Remarks
YOLO COUNTY, CALIF.
V-66-5-94
7-1-66 - 6-30-67

Application for Immunization Project Grant is approved. Measles vaccine in lieu of cash approved (4,000 doses @ 68¢).

Because of budgetary limitations, it has been necessary to make certain modifications in the project application as submitted. Adjustments can be made at a later date if additional funds become available.

Micro Filled

The changes are as follows:

Supplies - Reduced to 1,500	- 400
Equipment - Reduced to 421 (as outlined in supplement of 5-6-66)	- 511
Other - Polio vaccine deleted	<u>- 800</u> -1,711

Budget Requested	20,856
Adjustment	<u>-1,711</u>
Budget Approved	19,145

The following reports are required: Results of surveys
Quarterly: Narrative
Expenditure
Vaccines Used
Final Expenditure Report

Micro Filled

DEPARTMENT OF PUBLIC HEALTH

2151 BERKELEY WAY
BERKELEY 94704

June 8, 1966

RECEIVED

Micro Fiched

SEP-2 1966

LAURENCE P. HENIGAN, Clerk

By.....
Deputy

Herbert Bauer, M.D.
Health Officer
Yolo County Health Department
P. O. Box 1157
Woodland, California 95696

Dear Doctor Bauer:

It is a pleasure to forward to you the enclosed Notice of Health Service Project Grant Awarded number V-66-5-94.

You will notice several changes from the application as originally submitted.

A project agreement between the California State Department of Public Health and the Yolo County Health Department is being processed and will be forwarded to you shortly.

Sincerely yours,

Philip K. Condit, M.D., Chief
Bureau of Communicable Diseases

Mary Jean Trudeau, M.D. *by J. K. Kelly*
Project Leader
Immunization Assistance Program

Encl.

PKC
MJT:ml

Micro Fiched

FILED

JUL 15 1966

LAURENCE P. HENIGAN, Clerk

By.....PETE E. LUCAS

AGREEMENT NO. 66- 57

THIS AGREEMENT made and executed in quadruplicate at Woodland, California, as of July 1st, 1966, by and between the County of Yolo for the Yolo General Hospital, an institution owned and operated by the County of Yolo, hereinafter designated as COUNTY, and LESLIE B. HADFY, M. D., hereinafter designated as PATHOLOGIST,

W I T N E S S E T H:

WHEREAS, the County of Yolo requires the services of a Pathologist, and also professional guidance in the operation of the hospital laboratory; and

WHEREAS, the Pathologist is a duly qualified and licensed specialist; and

WHEREAS, the parties hereto are desirous of entering into this agreement in order to provide a full statement of their respective covenants and agreements in connection with the provision of pathological services at the county hospital and the provision of professional guidance in the operation of the hospital laboratory during the term hereof,

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, it is understood and agreed by and between the parties hereto as follows:

FIRST: The PATHOLOGIST shall provide services in his professional specialty upon direction to do so by the Medical Director of COUNTY or the physician on call acting for the Medical Director for patients receiving treatment at Yolo General Hospital determined by COUNTY to be medically indigent.

SECOND: The PATHOLOGIST shall be on call for the performance of autopsies when required by the Medical Director or his designated representative.

1 THIRD: The PATHOLOGIST shall assist the Medical Director
2 in the technical operation of the hospital laboratory and set up
3 procedural methods and standards for the laboratory, subject to
4 review and approval by the Medical Director.

Micro Fiched

5 FOURTH: All non-medical personnel required for the
6 proper operation of the hospital laboratory shall be selected
7 and employed by the hospital; however, the PATHOLOGIST may be
8 an additional member of the medical staff appointed to aid in
9 the review of credentials in hiring of laboratory technicians.

10 FIFTH: The PATHOLOGIST shall be a member of the Medical
11 Staff of Yolo General Hospital, subject to the Medical Staff By-
12 Laws, Rules, and Regulations, and shall be granted such privileges
13 as may be recommended by the Governing Board of the Hospital.

14 SIXTH: The COUNTY shall pay PATHOLOGIST as follows:

15 (a) To pay compensation at the same rate PATHOLOGIST
16 charges to Health Insurance for the Aged patients
17 for services as a physician in his professional
18 specialty rendered to persons determined by
19 COUNTY to be medically indigent;

20 (b) To pay the sum of THREE HUNDRED (\$300.00) DOLLARS
21 per month for assistance in the technical opera-
22 tion of the laboratory.

23 SEVENTH: In the performance of the work, duties, and
24 obligations devolving upon him during this agreement, it is
25 mutually understood and agreed that the PATHOLOGIST is at all
26 times acting and performing as an independent contractor practic-
27 ing his profession of medicine and surgery and specializing in
28 pathology; that COUNTY shall neither have nor exercise any con-
29 trol or direction over the methods by which the PATHOLOGIST shall
30 perform his work and functions excepting that said PATHOLOGIST
31 does by this agreement agree to perform his said work and func-
32 tions at all times in strict accordance with currently approved

Micro Fiched

1 methods and practices in his professional specialty, and that the
2 sole interest of the COUNTY is to assure that said pathological
3 work and service shall be performed and rendered in a competent,
4 efficient, and satisfactory manner. All applicable provisions
5 relating to licensing and regulating of physicians and hospitals
6 shall be fully complied with by all parties hereto. Micro Filled

7 EIGHTH: In the event there is any disagreement between
8 the PATHOLOGIST and the hospital such disagreement shall be re-
9 ferred to the executive committee of the Yolo General Hospital
10 Medical Staff for recommendation to the Governing Board whose
11 action shall be final. COUNTY expressly agrees that the work of
12 the PATHOLOGIST may be done by such assistant pathologists as the
13 PATHOLOGIST may employ, or associates or partners in practice
14 with PATHOLOGIST, so long as approval of the COUNTY is obtained
15 prior to such practice by assistant pathologists or associates or
16 partners. Nothing contained in this paragraph or in this agree-
17 ment shall be construed to permit assignment by the PATHOLOGIST
18 of any rights under this agreement and such assignment is ex-
19 pressly prohibited.

20 NINTH: Any of the matters of agreement herein contained
21 may be altered from time to time by the written consent of the
22 parties without in any way affecting the remainder.

23 TENTH: This agreement shall be effective on the date
24 first above written, shall remain in effect for the term of one
25 year, and shall be deemed to be automatically renewed unless
26 terminated in writing by either party at least thirty days prior
27 to the expiration of the term or any renewal term. Micro Filled

28 ELEVENTH: COUNTY shall permit PATHOLOGIST to provide
29 services as a physician in his professional specialty to patients
30 receiving treatment at Yolo General Hospital upon referral of a
31 physician at Yolo General Hospital, and COUNTY shall perform
32 clerical services for PATHOLOGIST including providing names,

1 addresses, responsible parties, and insurance information; pro-
2 vided, however, COUNTY shall not be responsible for the collection
3 of PATHOLOGIST'S accounts for such services or for the accuracy
4 of the information provided. Micro Fished

5 IN WITNESS WHEREOF, COUNTY has caused this agreement to
6 be executed and its seal to be hereunto affixed by its officers
7 thereunto duly authorized and the PATHOLOGIST has executed this
8 agreement by hereunto setting his hand as of the day and year
9 first above written.

10
11 COUNTY OF YOLO, a political subdivi-
12 sion of the State of California

13 BY William A. Smith
14 CHAIRMAN OF THE BOARD OF SUPERVISORS
15 COUNTY OF YOLO, STATE OF CALIFORNIA

16
17 J. D. Hadley
18 PATHOLOGIST
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Micro Fished

1 AGREEMENT NO. 58- 58

2 (Physical Therapy Agreement)

3
4 THIS AGREEMENT made and entered into this 11th day of
5 JULY, 1966, at Woodland, California, by and between
6 the COUNTY OF YOLO, hereinafter called COUNTY, and RONALD BROWN,
7 R.P.T., and ROSS D. SCOTT, R.P.T., doing business as the Physical
8 Therapy & Rehabilitation Center, hereinafter called THERAPISTS,

9
10 W I T N E S S E T H: *Micro Fiched*

11 I. This agreement governs the furnishing of the following
12 therapeutic services:

- 13 A. Application of diagnostic and prognostic muscle,
14 nerve, joint, and functional ability tests.
- 15 B. Treatment of patients to relieve pain, develop or
16 restore function, and maintain maximum performance,
17 using physical means such as exercise, massage, heat,
18 water, light and electricity, including:
- 19 1. Direction and assistance of patients in active
20 and passive exercise, muscle re-education, and
21 gait and functional training, activities of
22 daily living including transfer activities and
23 prosthetic training.
- 24 2. Operation of equipment such as ultra-violet and
25 infra-red lamps, low voltage generators,
26 diathermy, and ultra-sonic machines.
- 27 3. Application of whirlpool and contrast baths and
28 moist packs. *Micro Fiched*
- 29 C. Observation, recording, and reporting to the physi-
30 cian, of the patient's reaction to treatment and
31 any changes in the patient's condition.
- 32 D. Instruction of patients in care and use of wheelchairs,

braces, crutches, canes, and prosthetic and orthotic devices.

Micro Fiched

E. Instruction of other health team personnel including, when appropriate, home health aides, and family members in certain phases of physical therapy with which they may work with the patient.

F. Instruction of family on patient's total physical therapy program.

II. THERAPISTS agree as follows:

A. To furnish in the patients' homes therapeutic services only of the type, scope and duration as prescribed by patient's physician to patients designated by the Home Health Agency of the Yolo County Health Department.

B. To furnish to said patients in THERAPIST'S office the said therapeutic services designated in paragraphs I (B) (1) and I (B) (2) to the extent that the services cannot be furnished in the patients' homes.

C. To furnish such therapeutic consultation as is required to the staff of the Home Health Agency of the Yolo County Health Department.

D. To conform to the personnel policies and professional standards requirements established for employees of the Home Health Agency of the Yolo County Health Department.

Micro Fiched

E. To comply with the Civil Rights Act of 1964 (P.L. 88-352) to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity

1 which is supported by Federal Funds, it being under-
2 stood that in the event of any non-compliance such
3 Federal Funds shall be withheld until compliance
4 can be assured. Micro Fiched

5 III. COUNTY promises to pay compensation to THERAPIST as
6 follows:

- 7 A. Compensation shall be paid at the rate of \$9.00 per
8 patient visit or consultation service. No additional
9 compensation shall be paid for travel expenses.
10 B. Payment shall be monthly upon presentation of an
11 invoice detailing services rendered and certifying
12 that the services performed under this agreement
13 have been provided in compliance with the Civil
14 Rights Act of 1964. Invoice shall be in triplicate.

15 IV. IT IS MUTUALLY AGREED AS FOLLOWS:

- 16 A. In the performance of the work, duties and obliga-
17 tions devolving upon him under this agreement,
18 THERAPIST is at all times acting and performing as
19 an independent contractor practicing his profession
20 of Physical Therapy. Neither COUNTY nor the Home
21 Health Agency of the Yolo County Health Department
22 shall have nor exercise any control or direction
23 over the methods by which THERAPIST shall perform
24 his work and functions except that THERAPIST does
25 by this agreement agree to perform his work and
26 functions at all times in strict accordance with
27 currently approved methods and practice in his pro-
28 fessional specialty and that the sole interest of
29 COUNTY and the Home Health Agency of the Yolo County
30 Health Department is to assure that said work and
31 functions shall be performed and rendered in a com-
32 petent, efficient and satisfactory manner.

1 B. No alteration or variation of the terms of this
2 agreement shall be valid unless made in writing and
3 signed by the parties hereto, and no oral under-
4 standings or agreements not incorporated herein,
5 and no alterations or variations of the terms hereof
6 unless so made shall be binding on the parties.

7 C. The term of this agreement shall be one (1) year
8 commencing on the date first above written; however,
9 this agreement shall be deemed to be automatically
10 renewed for additional terms of one year unless
11 notice of termination is given in writing by either
12 party to the other not later than thirty (30) days
13 before the end of any term or renewal term.

14 IN WITNESS WHEREOF, the parties hereunto have executed
15 this agreement on the day and year first above written.

16
17 COUNTY OF YOLO, a political subdi-
18 vision of the State of California

19 BY [Signature]
20 CHAIRMAN OF THE BOARD OF SUPERVISORS
21 COUNTY OF YOLO, STATE OF CALIFORNIA

22 ATTEST:
23 LAURENCE P. HENIGAN, CLERK

24 BY [Signature] DEPUTY
25 (SEAL)

26 RONALD BROWN, R.P.T. and ROSS D. SCOTT,
27 R.P.T., doing business as the Physical
28 Therapy & Rehabilitation Center

29 BY [Signature]
30 RONALD BROWN, R.P.T.

31 BY [Signature]
32 ROSS D. SCOTT, R.P.T.

FILED

JUL 19 1966

NEIGHBORHOOD YOUTH CORPS AGREEMENT

LADRENCE P. HENIGAN, Clerk
By *John C. Lucas* Deputy

THIS AGREEMENT is made by and between the County of Yolo, hereinafter called "County" and the State of California, hereinafter called "Sponsor", acting through the California Department of Employment and the California Department of Agriculture.

Sponsor has undertaken the administration of a work training program under the Economic Opportunity Act of 1964 (P.L. 88-452). The objectives of said program are to increase the employability of Sponsor's enrollees in the program by providing work experience and training in occupational skills or pursuits. Sponsor has requested County to cooperate in the development and administration of work training projects with Sponsor which serve a useful public purpose as part of such program, and County desires to participate in said program.

I

Sponsor agrees:

A. To be fully responsible for compliance with the requirement of the Economic Opportunity Act of 1964;

B. To determine that proposed training programs submitted by County will increase the employability of enrollees by providing work experience and training in occupational skills and pursuits which will increase the employability of enrollees;

C. To select and refer to County enrollees who are potentially skilled in the work to be performed;

D. To make periodic on-site review of projects to assure that applicable standards are met;

Micro Fiched

E. To maintain liaison with County's supervisors regarding the progress of individual enrollees;

Micro Fiched

F. To the extent allowed by law, to indemnify, defend and save harmless the County, its officers, employees and servants from any liability imposed by law including, but not limited to, section 895.2 of the Government Code, for injury or damages caused by any act or omission by any of the Sponsor's officers, employees, servants or enrollees occurring in the performance, or otherwise arising out of this agreement;

G. To furnish at no cost to County workmen's compensation insurance with the State Compensation Insurance Fund during the entire term of this agreement covering the enrollees being furnished under this agreement;

H. To comply with the applicable provisions of Standard Form 3, Fair Employment Practices Addendum, which is attached hereto as "Exhibit A"--(in said Addendum Sponsor is referred to as the Contractor);

I. To compensate enrollees for the work they perform at not less than \$1.25 per hour;

J. To interpret standards under which projects will be operated; and

K. To inform the County of any known physical limitation of enrollees that would affect the type of work to be assigned.

II

County agrees:

A. To propose for Sponsor's approval work training programs;

Micro Fiched

B. To provide project supervisors of a quality consistent with the training goals of the particular program, as approved by the parties;

Micro Fiched

C. To keep accurate time records and to furnish this information to Sponsor in such form as may be mutually agreeable, such forms to be furnished by Sponsor;

D. To furnish Sponsor with evaluations of the enrollees participating in work training programs on such forms as may be mutually agreeable and furnished by Sponsor;

E. To provide enrollees with the same facilities available to County employees;

F. To send home any enrollee who appears to be, or claims to be, ill and to report such cases to the Sponsor;

G. To ascertain prior to assignment to Work Stations, and after absence and prior to return to work, that the health and physical condition of enrollees permits their participation in the work to be performed;

H. To the extent allowed by law to indemnify, defend and save harmless the Sponsor, its officers, employees, servants and enrollees for any liability imposed by law including, but not limited to, section 895.2 of the Government Code, for injury or damages caused by any act or omission by any of the County's officers, employees, and servants occurring in the performance, or otherwise arising out of this agreement. For this purpose County agrees to furnish a certificate of public liability and property damage insurance in amounts of \$50,000 per person, \$100,000 per occurrence and \$10,000 property damage. The Sponsor will not be responsible for any premiums or any assessments on the policy.

III

General Conditions:

A. Work training projects shall not displace nor adversely affect County's employees or impair existing contracts for services;

B. Work training projects shall not include positions for which funds have been budgeted by the County; Micro Fiched

C. Work training projects must be for a useful public purpose and shall not involve already established functions of the County (except for activities of a supplementary, non-recurring or emergency nature), and shall be of a type which has not normally been undertaken in the past by the County;

D. Enrollees referred to the County will be subject to the approval of the Sponsor;

E. Sponsor may at any time terminate the training of any enrollee whose behavior is inimical to public service, or for other cause at Sponsor's discretion;

F. Enrollees shall be subject to the same rules, regulations and safety standards applicable to County employees except that hours of work and days of work may be agreed to by Sponsor and County;

G. The enrollees are not employees of the State of California and are therefore not covered under the California State Civil Service Act or the State Employees' Retirement Law;

H. No compensation is to be paid by County to any enrollee or any State employee for services rendered pursuant to this agreement; Micro Fiched

I. Services rendered by County hereunder, including supervision and equipment, are valued at not less than ten per cent of the compensation paid by Sponsor to enrollees; and

J. Sponsor and County will periodically jointly review and evaluate project operations to determine whether the project is meeting the goals of the Economic Opportunity Act of 1964.

IV

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Duration and Modification of Agreement:

A. This agreement commences upon approval by County and shall terminate upon written notice of either party to the other party.

B. The agreement contains the whole contract between the parties and shall not be altered without formal written action of both parties.

COUNTY OF YOLO

CALIFORNIA
DEPARTMENT OF AGRICULTURE

By

William G. Mott
CHAIRMAN OF THE BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA.

By

Chas. Paul
Chas. Paul,
Director

Dated JULY 18, 1966

CALIFORNIA
DEPARTMENT OF EMPLOYMENT

By

Albert Tieburg
Albert Tieburg,
Director

Dated

7/19/66

Approved as to Form

Dated

William G. Mott
County Clerk
of Yolo County

Micro Fiched

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

FILED

AUG - 1 1966

LAURENCE P. HENIGAN, Clerk

By Paul F. Lucas
Deputy

AGREEMENT NO. 66- 60

LEASE AGREEMENT

Micro Fiched

G. DOUGLAS TIBBITTS and MARY TIBBITTS, owners of that certain real property located at Lincoln and Cleveland Streets, Woodland, California, known as the Continental Building, hereafter referred to as LESSORS, and the County of Yolo, a political subdivision of the State of California, hereafter referred to as LESSEES, do hereby agree as follows:

1. This lease agreement supersedes that lease agreement by and between the parties hereto dated April 1st, 1966.

2. LESSORS do hereby lease to LESSEES approximately 4850 square feet of office space in the Continental Building for a term of four (4) years commencing August 1st, 1966, and terminating on March 31st, 1970.

3. The office space above mentioned consists of a 46' x 46' area in the center of said building, an 18' x 22' conference room and a 28' and 83' room on the South side of said building.

4. The monthly rental for said office space shall be the sum of ONE THOUSAND TWO HUNDRED AND NO/100 (\$1,200.00) DOLLARS, payable August 1, 1966, and at the end of each subsequent month of the term thereafter to and including April 1, 1970.

5. LESSORS shall furnish all utilities, including electricity, water, heating, and cooling (refrigerated air conditioning), all necessary janitor service, and insurance on the building, leased to LESSEES, but not to include any personal property in said building the property of LESSEES.

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6. LESSORS shall maintain the leased premises in good repair and tenable condition during the continuance of this lease, or any renewal thereof, but shall not be responsible for any damage to said building caused by the negligence or wilful

1 misconduct of LESSEES, but the latter shall be at the sole expense
2 of LESSEES.

3 7. If prior to the beginning date of this lease or dur- Micro Fiched
4 ing the term thereof, including any renewal, said premises shall
5 be so injured, by fire or otherwise, as to be rendered unfit for
6 occupancy by LESSEES, then, in case said premises shall not be
7 repaired by LESSORS within thirty (30) days thereafter, this lease
8 may be canceled at the option of either LESSORS or LESSEES and
9 rent, if any, shall be payable only to the date of such injury.
10 Whenever the premises shall be so injured as aforesaid, the rent
11 shall thereupon cease and LESSORS shall refund to LESSEES the
12 unearned portion of any rent that may have been paid in advance.
13 However, if said premises shall be so slightly injured by fire or
14 otherwise, as to be not unfit for occupancy by LESSEES, then
15 LESSORS agree that the same shall be repaired with all reasonable
16 promptitude at LESSORS' expense and in that event there shall be
17 a fair abatement in the rate of rent payable during the time such
18 repairs are being made.

19 8. All improvements, additions, appliances, fixtures
20 and all other property of whatsoever nature, made to or placed
21 upon said premises by LESSEES at LESSEES' expense, shall be and
22 remain the property of LESSEES, and may be removed by LESSEES at
23 any time before the termination of this lease, or any renewal
24 thereof, or within a reasonable time thereafter, and without
25 charge to the LESSEES except that in the event such removal shall
26 cause substantial damage to said premises, the LESSEES shall
27 repair such damage at LESSEES' expense. Micro Fiched

28 9. LESSORS agree to warrant and defend the title to
29 said premises and LESSORS also especially agree that LESSEES,
30 paying the rents and keeping the covenants of this lease, shall
31 peaceably and quietly hold, enjoy, and occupy said premises dur-
32 ing said term without any hindrance, or interruption by LESSORS

1 or by any other person or persons whomsoever.

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2 10. The LESSORS agree and covenant that LESSORS at all
3 reasonable hours shall have free access to said premises, or any
4 part thereof, for the purpose of repairing, maintaining, examin-
5 ing or inspecting the conditions of the same or of exercising any
6 right or power reserved to the LESSORS under the terms and pro-
7 visions of this lease.

8 11. In the event that the real property taxes on the
9 premises leased herein increase during the term of this lease,
10 such increase may be taken into consideration in order to increase
11 the monthly rent in the event that LESSEES renew the within lease
12 at the termination of the present term. Any increase in LESSORS'
13 taxes shall, however, be prorated between LESSEES and any other
14 tenant of LESSORS which may occupy the premises.

15 12. Should there at any time be any default in the cove-
16 nants, agreements, or conditions herein contained, it shall be
17 lawful for either LESSORS OR LESSEES to declare this lease can-
18 celed and terminated, whereupon said leased premises shall be
19 delivered up by LESSEES to LESSORS as herein provided.

20 13. LESSEES shall have an option of renewing this lease,
21 at the expiration of the aforementioned term, for an additional
22 term of two (2) years, upon the same conditions, covenants, and
23 agreements herein set forth and at the same rate of rental herein
24 stipulated, by giving to LESSORS at least sixty (60) days written
25 notice prior to March 31, 1970, of LESSEES' desire to exercise
26 said option and renew this lease for such additional term.

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27 14. Any and all alterations to said leased premises shall
28 be at the sole expense of LESSEES and shall be made only after
29 obtaining the written consent of LESSORS thereto and after sub-
30 mitting to LESSORS plans for such alterations and/or improvements.

31 15. It is especially agreed and understood that any hold-
32 ing over, or continued use and/or occupancy, by LESSEES, of the

1 hereby leased premises after the expiration of this lease, shall
2 operate and be construed as a tenancy from month to month at the
3 same monthly rate of rent set out herein and under the same con-
4 ditions in force at the expiration of this lease. Micro Fiched

5 16. Each and every covenant, agreement, term, provision,
6 and condition herein contained shall extend to and be binding
7 upon the respective heirs, legal representatives, successors and
8 assigns of the parties hereto, and shall be deemed and treated
9 as covenants running with the premises during the term hereon;
10 but no change or division in the ownership of the leased premises,
11 or of the rents payable hereunder, shall operate to enlarge the
12 obligations or diminish the rights of LESSEES, and no such change
13 or division in ownership shall be binding on LESSEES for any
14 purpose until LESSEES shall have been furnished with a certified
15 copy of recorded instrument, or other legally authenticated writ-
16 ten instrument, evidencing such change or division in ownership.

17 17. It is understood that the person or persons securing
18 this lease on behalf of LESSEES are without authority to make any
19 covenant or agreement not herein expressed.

20 18. LESSEES shall not have the right or privilege of sub-
21 letting said premises, or assigning this lease or any portion
22 thereof without first having obtain the consent of LESSORS
23 thereto; this, however, shall not be construed to apply to the
24 utilization of said leased premises, or any part thereof, for
25 use by Yolo County offices of one type or another. Micro Fiched

26 19. In further consideration for the rent specified in
27 paragraph (4) hereof the LESSORS grant to the LESSEES the right
28 of use by LESSEES' employees of the restrooms and lounges in said
29 building.
30
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1 IN WITNESS WHEREOF, the within lease has been executed by
2 the parties hereto on the 1st day of August, 1966.

3 ORIGINAL COPY SIGNED
4 BY H. DOUGLAS TIBBITTS
5 H. DOUGLAS TIBBITTS, LESSOR

6 ORIGINAL COPY SIGNED
7 BY MARY TIBBITTS
8 MARY TIBBITTS, LESSOR

9
10 COUNTY OF YOLO, a political subdivi-
11 sion of the State of California

12 BY A. W. McDERMOTT
13 CHAIRMAN OF THE BOARD OF SUPERVISORS
14 COUNTY OF YOLO, STATE OF CALIFORNIA

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FILED

SEP 15 1966

Yolo County
Agreement No. 66-61

LAURENCE P. MENIGAN, Clerk

A G R E E M E N T

By [Signature]
THIS AGREEMENT, made and entered into this 1st day of August, by and between

the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as the County, party of the first part, and the CALIFORNIA STATE CHAMBER OF COMMERCE, AGRICULTURE AND INDUSTRY, a non-profit corporation organized and existing under the laws of the State of California, hereinafter referred to as the State Chamber, party of the second part,

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W I T N E S S E T H :

THAT WHEREAS the Board of Supervisors of the County is, by the provisions of section 26100 of the Government Code of the State of California, authorized to levy a special tax to be used for advertising, exploiting, and making known the resources of the County for the purpose of inducing immigration to and increasing the trade and commerce of the said County, and for advertising, for said purposes, the agricultural, horticultural, viticultural, mineral, industrial, commercial, climatic, recreational, and other resources or advantages of the County; and

WHEREAS the said State Chamber is a non-profit corporation organized for the purpose, among others, of advertising, exploiting, and making known the resources of the various counties of the State, for the purpose of inducing immigration to such counties and increasing the trade and commerce thereof, and advertising the resources of such counties; and

WHEREAS the said Board of Supervisors of the County does not have all the facilities for advertising, exploiting, and making known the resources of the County for the aforesaid purposes and the said Board of Supervisors, in its judgment, believes that the said State Chamber is competent to perform such services for the County, and has determined that a portion of its advertising funds could best be utilized and the purpose for which said funds have been set aside could best be served by engaging the services of said State Chamber to advertise and make known the resources of the County for the aforesaid purposes, and

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by Minute Order No. 66-704 approved

WHEREAS the said Board of Supervisors of the said County, ~~by Minute Order No. 66-704 approved~~
at a meeting of the Board held on the 1st day of August, 1966, did agree to
engage the services of the said State Chamber, for the aforesaid purposes, and to
compensate said State Chamber for such services from the funds of the County, and
did further authorize the Chairman of the said Board of Supervisors to enter into a
written agreement to that effect with the said State Chamber,

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NOW THEREFORE IT IS AGREED by and between the parties hereto, that during the
period from July 1, 1966 to and including June 30, 1967, the
said State Chamber has performed and will continue to perform the following services
advertising, exploiting, and making known the various resources of the County, for
the purpose of inducing immigration thereto and increasing the trade and commerce
thereof, namely:

1. Has maintained and will continue to maintain an adequately staffed
Economic Development and Research Department which has performed and will continue
to perform the following services:

- A. Provide basic economic data on all resources of the County,
natural, industrial, and agricultural, and make such data
available to inquirers, prospective residents, settlers, and
business firms.
- B. Provide and publish economic survey reports dealing with
individual subjects, such as income, population, mineral
production, manufacturing, agricultural production, retail
trade, and other items showing the comparative standing of
the various counties of the State in these respects.
- C. Provide information as to sources for suppliers of various
California manufactured products and from time to time prepare
specific lists of such suppliers and give national distribution
to such reports, thus increasing the commerce of various
counties, including YOLO COUNTY.

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D. In cooperation with the State Chamber's Industrial Development Committee, continue to encourage the preparation of Standard Industrial Survey Reports for various communities, and give state and national distribution of such reports when prepared, to individuals and business firms wishing to locate in California, so that such individuals and firms may compare the resources of various areas and counties, including YOLO COUNTY to determine the most desirable plant sites for such businesses.

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E. Maintain a Library and Information Service, to answer written and oral inquiries from some several thousand persons and firms each year, thus giving extensive advertising to the resources of the various counties, including YOLO COUNTY.

2. Has maintained and will continue to maintain a Travel and Recreation Department which, through its various activities and publications, assists in the development of recreational resources of all counties, including YOLO COUNTY, and advertises existing recreational resources, as well as any special celebrations or events scheduled to be held in said YOLO COUNTY, in order to attract visitors and increase the trade and commerce of said County.

3. Has maintained and will continue to maintain a Natural Resources Department which, through the activities of its various committees, carries on programs of importance to all counties, including YOLO COUNTY, in the following areas:

A. Protection of forest resources against damage by fire and pests, with resultant protection of watersheds, and sound utilization of such forest resources for lumber production, grazing lands, and recreational areas.

B. Protection of fish and game resources, through sound management, so that such resources may be available to commercial interests and sportsmen and increase travel to the County.

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C. Sound development of California's water resources, including the water resources of the County.

4. Has maintained and will continue to maintain an Agricultural Department, to furnish assistance to all counties, including YOLO COUNTY, by the development of sound marketing programs to assist in the marketing of agricultural products, and by assisting in the development of programs for control of agricultural pests, thus increasing the agricultural trade and commerce of the County.

5. Has maintained and will continue to maintain a Highway Department which, through the activities of its committees and the staff assigned to it, has aided and will aid in inducing immigration to said YOLO COUNTY and increase its trade and commerce by promoting improvement of the highways leading into and through said County, and by assisting in presenting the highway problems and needs of said County to representatives of the other counties throughout the state and to state and federal officials, in the interest of exploiting the resources of said County.

IT IS FURTHER AGREED by and between the parties hereto, that the said County, for and in consideration of the performance of the aforesaid and similar services by the said State Chamber, in advertising and exploiting the County's resources for the purpose of inducing immigration to the County and increasing its trade and commerce, does hereby agree to pay to the said State Chamber the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) during the fiscal year 1966-67.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed in duplicate on the day and year first hereinabove written by their officers thereunto duly authorized.

COUNTY OF YOLO

By Laurence P. Henigan
Chairman, Board of Supervisors

LAURENCE P. HENIGAN
County Clerk and Ex-officio Clerk
Board of Supervisors

Phil E. Lucas
Deputy

CALIFORNIA STATE CHAMBER OF COMMERCE
AGRICULTURE AND INDUSTRY

By Leo A. Moore Jr.
President

Oliver C. Bellamy
General Manager

FILED

MAR 17 1967

LAURENCE P. HENIGAN, Clerk,
By *[Signature]* Deputy

YOLO COUNTY
AGREEMENT NO. 66-62

30785

AGREEMENT
FOR ALLOCATION OF STATE AID TO COUNTIES FOR COUNTY VETERAN SERVICE OFFICER
No. 53

THIS AGREEMENT, made and entered into this first day of July, 1966 at Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected or appointed, qualified and acting DIRECTOR, DEPARTMENT OF VETERANS AFFAIRS, hereinafter called the State, and THE COUNTY OF YOLO, hereinafter called the Contractor.

WITNESSETH:

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WHEREAS, the Contractor has filed an application for financial aid for County Veteran Service Officer operational costs, under the provisions of Chapter 1493, Statutes of 1945 as amended (Sections 971-972, Military and Veterans Code); and

WHEREAS, it is understood that the County Veteran Service Officer is to assist every veteran of any war of the United States and the dependents of every such deceased veteran in presenting and pursuing such claim as the veteran may have against the United States arising out of war service, and establishing the veteran's right to any privilege, preference, care, or compensation provided for by the laws of the United States or of this State, and that such veteran service officer shall grant the veteran or his dependent complete freedom in selecting the accredited agency or national organization to represent him before the Veterans Administration, and that such veteran service officer shall not directly or indirectly charge or receive from the veteran or his dependent any compensation or thing of value for such services except such salary and expenses as provided by the Contractor; and

WHEREAS, the State has reviewed said application and authorized the execution of this agreement;

It is agreed as follows:

Micro Fiched

THE CONTRACTOR AGREES:

To hire and pay the salaries of the County Veteran Service Officer and such additional employees, if any, as it may deem necessary to perform the duties designated in Section 971 of the Military and Veterans Code, and to purchase and pay for materials, supplies, and services as required for such County Veteran Service Officer's activities of the Contractor for the period

1 July 1, 1966, to and including June 30, 1967, substantially as outlined in the
2 Contractor's application.

3 To comply with the terms and conditions of the Fair Employment
4 Practices Addendum attached to this contract and bearing for purposes of
5 identification at the lower right hand corner thereof a legend "STD FORM 3
6 (4/65)".

7 That this agreement may be terminated by either party on thirty ^{Micro Fiched}
8 days written notice addressed to the other.

9 That in the event of any disagreement as to whether items of
10 expenditures are reimbursable under this agreement, the decision of the State
11 thereon shall be final.

12 To submit claims certified by the County Auditor to the State, not
13 later than the last day of the month following each calendar quarter, for
14 reimbursement for expenditures incurred under this agreement.

15 To conform to rules, regulations, and standards fixed by the State
16 pursuant to Sections 971 and 972 of the Military and Veterans Code. That
17 reimbursement by the State shall be contingent on performance by the
18 Contractor of its obligations hereunder.

19 To permit representatives of the State to inspect the performance of
20 services provided for herein and to examine all facilities and records in
21 connection therewith at any reasonable time.

22 THE STATE AGREES TO REIMBURSE THE CONTRACTOR:

23 For expenditures incurred and paid in carrying out its obligations
24 hereunder, with the exception of Capital Outlay expenditures as follows:

25 1. For ninety-five per cent of the salary paid the County Veteran
26 Service Officer or seventy-five dollars (\$75) per month toward payment of
27 said salary, whichever is the lesser amount;

28 2. For ninety-five per cent of the expenditures for materials,
29 supplies and service required for such County Veteran Service Officer
30 activities during the term of this agreement, or one hundred fifty dollars
31 (\$150) per quarter thereof, whichever is the lesser sum;

3. For not less than thirty per cent nor more than eighty per cent of the salary paid one assistant to the County Veteran Service Officer. In the event the salary of the assistant equals or exceeds that of the County Veteran Service Officer, the reimbursement for the salary of the assistant shall be at the minimum of thirty per cent;

4. For thirty per cent of the salary of additional assistants to the County Veteran Service Officer, but this provision shall not apply in the event total reimbursement shall exceed the sum set out in paragraph 5 below:

Salaries shall include the amount, if any, contributed by the Contractor to the above assistants' retirement. In the event such assistants' duties are not solely restricted to county veteran service officer activities, salaries as used above shall mean a pro rata of the salaries and retirement contributions, for such assistants, attributable to performance of county veteran service officer functions as described in this agreement.

5. In no event shall the total amount of State funds expended on any county veteran service office exceed thirty-five thousand dollars (\$35,000).

Provided, however, that the total amount of reimbursement under this agreement shall not exceed the sum of Six Thousand Forty Three and 18/100 dollars (\$ 6,043.18);

The Contractor agrees to indemnify and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workman's compensation insurance at Contractor's own cost and expense.

In the event this agreement is terminated for any reason, no expenditures incurred by the Contractor for the period subsequent to the date of termination shall be used as a basis for reimbursement hereunder. Such

1 reimbursement will be made upon receipt of an itemized list of the expenditures
2 made. Said itemized list shall include the date, name of each vendor, Micro Fished
3 contractor or employee to whom payments have been made, dates of employment,
4 titles, the amount paid to each such person, and a description of the materials
5 supplies and services rendered. Said Invoices shall be approved by the County
6 Veteran Service Officer, and shall be accompanied with a sworn statement by the
7 Auditor of the Contractor to the effect that all such expenditures have been
8 paid.

9 It is further agreed that this agreement may be amended by mutual
10 consent of the parties hereto.

11 All notices herein provided to be given, or which may be given, by
12 either party to the other, shall be deemed to have been fully given when made
13 in writing and deposited in the United States mail, registered and postage
14 paid, and addressed as follows: Department of Veterans Affairs, P. O. Box
15 1559, Sacramento, California 95807; and to the Contractor, c/o Board of
16 Supervisors at the County Courthouse of the Contractor at its County Seat.
17 The address to which the notices shall or may be mailed to either party
18 may be changed by written notice given by such party to the other, as
19 hereinbefore provided; but nothing herein contained shall preclude the
20 giving of any such notice by personal service.

21 This agreement is not assignable in whole or in part.

22 IN WITNESS HEREOF the parties have hereunto set their hand the day
23 and year first written above.

24
25 COUNTY OF YOLO DEPARTMENT OF VETERANS AFFAIRS
DIVISION OF SERVICE AND COORDINATION Micro Fished

26
27 By J. Q. STEPHENS, Chairman J. J. John, Director
28
29 Title Board of Supervisors J. H. Stewart
30 Manager, Service and Coordination
31

APPROVED
MAR 3 1967
BY Jack M. Laughlin
Junior Counsel

APPROVED BY
-4- J. J. Brown
For Department of Finance

FEE : 4 1967

FAIR EMPLOYMENT PRACTICES ADDENDUM

Micro Fiched

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

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FILED

CALIFORNIA STATE DEPARTMENT OF PUBLIC HEALTH

SEP - 2 1966

Project No: MGO6D (037)

Contract No: 147

LAURENCE P. HENIGAN, Clerk

By *Lucas*
DeputyMigrant Health Project Grant Agreement

This agreement is made and entered into this 1st day of July, 1966 at Berkeley, California, by and between the State of California, through its Department of Public Health, hereinafter called the State, and the County of Yolo hereinafter called the Contractor.

WITNESSETH: WHEREAS, the Congress of the United States, through the Public Health Service of the Department of Health, Education and Welfare, has made a grant to the State of California to assist in improving health services for domestic agricultural migratory workers and their families, including the establishment and operation of family health service clinics; and

WHEREAS, local health departments and other public agencies, or nonprofit private agencies, institutions or organizations in California may qualify for these migrant health funds in support of projects approved by the State, and

WHEREAS, the Contractor has submitted to the State an Application for Migrant Health Project Grant, attached Exhibit B, and

WHEREAS, said application has been approved in its amended form for funding by the State,

NOW, THEREFORE, it is mutually agreed as follows:

1. The Contractor will carry out the services according to attached General Terms and Conditions, marked Exhibit A, and said approved project application, marked Exhibit B, which Exhibits A and B are by this reference made a part hereof.
2. The period of this contract shall be from July 1, 1966 to June 30, 1967
3. Periodic progress reports and a final report of project operations shall be submitted to the State.
4. State shall reimburse the Contractor not more frequently than quarterly, for actual expenditures in accordance with the budget herein contained, upon receipt of invoices in triplicate. The total liability of the State under this contract shall not exceed \$ 24,486.00
5. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
6. The attached Fair Employment Practices Addendum (standard form 3) by reference hereto is incorporated as part of this contract.

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Contractor: County of Yolo

Project No: MG-06D (037)
Contract No: 147

IN WITNESS WHEREOF, this agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

I certify that all condition for exemption have been complied with and this contract is exempt from Department of General Service's approval.

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STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

Contractor County of Yolo

By *[Signature]*
8-16-66

By *[Signature]*

Assistant Chief, Division of Administration P.O. Box 1157

Woodland, California 95695

DO NOT WRITE IN THIS SPACE

Item 175, CH2-2E.S./66 1966/67
Amount of this Estimate \$ 24,486.00
037-40 MG 06D
Health Program for Farm Worker's Families
I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance (After Revision No.)

[Signature]
Accounting Officer

Micro Fiched

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

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DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE
PUBLIC HEALTH SERVICE
BUREAU OF STATE SERVICES (COMMUNITY HEALTH)
WASHINGTON, D.C. 20201

TO BE COMPLETED BY PHS
DATE RECEIVED
PHS ACCOUNT NUMBER
GRANT NUMBER

APPLICATION FOR HEALTH SERVICES PROJECT GRANT

1. GRANT PROGRAM

- ☐ CANCER CONTROL
☐ COMMUNITY HEALTH SERVICES
☒ MIGRANT HEALTH SERVICES

- ☐ MENTAL RETARDATION
☐ NEUROLOGICAL AND SENSORY
DISEASE SERVICES
☐ TUBERCULOSIS CONTROL

- ☐ VACCINATION ASSISTANCE
☐ VENEREAL DISEASE CONTROL
☐ OTHER (Specify) _____

2. PROJECT TITLE

Nursing Care & Health Supervision for Families of Migrant Workers

3. NAME AND ADDRESS OF APPLICANT ORGANIZATION

Yolo County Health Department
P.O. Box 1157
Woodland, California 95695

4. NAME, TITLE, AND ADDRESS OF PROJECT DIRECTOR

Herbert Bauer, M.D.
Public Health Director and
Director of Mental Health
P.O. Box 1157
Woodland, California 95695

TELEPHONE NO.: 662-3241, Ext. 250

4. NAME AND TITLE OF AUTHORIZED OFFICIAL

J.W. McDermott, Chairman
Yolo County Board of Supervisors

5. TYPE OF APPLICATION

- ☐ INITIAL ☐ CONTINUATION
☒ RENEWAL ☐ REVISION

6. PROJECT PERIOD REQUESTED OR APPROVED FROM THROUGH

7-1-66 6-30-67

TELEPHONE NO.:

5. PAYEE (Name, Title, and Address)

County of Yolo

7. GENERAL LEVEL OF SUPPORT REQUESTED

PORTION OF PROJECT PERIOD		
FROM	THROUGH	AMOUNT
01 7-1-66	6-30-67	\$ 32,345
02 7-1-67	6-30-68	35,000
03 7-1-68	6-30-69	38,000
04		
05		
TOTAL		\$ 105,345

TELEPHONE NO.: 662-3241

10. APPLICANT'S CERTIFICATION: The undersigned accept, as to any grant awarded, the obligation to comply with the terms and conditions in the Health Services Project Grants Manual; the undersigned agree to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the Regulation issued pursuant thereto and state that the Assurance of Compliance with such Regulation (Form HEW-441) which has previously been filed by the applicant, or is attached, applies to this project; the undersigned also certify that they have no commitments or obligations, including those with respect to inventions inconsistent with Department regulations. (42 CFR, Part 8)

SIGNATURE OF AUTHORIZED OFFICIAL <i>J.W. McDermott</i>	DATE 2-7-66	SIGNATURE OF PROJECT DIRECTOR <i>Herbert Bauer</i>	DATE 2-7-66
11. STATE HEALTH OFFICER'S RECOMMENDATION I recommend this application be: ☐ APPROVED ☐ DISAPPROVED		SIGNATURE DATE	
12. REGIONAL HEALTH DIRECTOR'S RECOMMENDATION I recommend this application be: ☐ APPROVED ☐ DISAPPROVED		SIGNATURE DATE	

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PHS-6744-1 (PAGE 1) Approved as to Health Services Project Grants Manual; the undersigned agree to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the Regulation issued pursuant thereto and state that the Assurance of Compliance with such Regulation (Form HEW-441) which has previously been filed by the applicant, or is attached, applies to this project; the undersigned also certify that they have no commitments or obligations, including those with respect to inventions inconsistent with Department regulations. (42 CFR, Part 8)

FORM APPROVED:
BUDGET BUREAU NO. 66-1000

Dated 2-7-66

YOLA

13. BUDGET FOR 12-MONTH PORTION OF PROJECT PERIOD:		NO. OF POS.	ANNUAL SALARY	% TIME OR EFFORT	TOTAL AMOUNT REQUIRED	SOURCE OF FUNDS	
FROM	THROUGH					APPLICANT OR OTHER	REQUESTED FROM PHS
7-1-66	6-30-67	a	b	c	d	e	f
A. PERSONNEL							
1 PHN (Solveig Vestal)		1	6402	100%	6402		6402
1 PHN (Anne Wilcox)		1	6234	100%	6234		6234
1 Intermediate Typist Clerk (Sharron Bennett) $\frac{1}{2}$ time		$\frac{1}{2}$	4386	50%	2193		2193
1 Intermediate Typist Clerk (Betty Justice) $\frac{1}{2}$ time		$\frac{1}{2}$	4243	50%	2122		2122
1 M.D. @ \$25.00 per hour (156 hrs/yr)		1	3900		3900		3900
1 Clinic Nurse @ \$3.00 per hour (208 hrs/yr)		1	624		624		624
1 Clerk @ \$2.00 per hour (208 hrs/yr)		1	416		416		416
1 PHN from Project Staff		1	---		---		---
1 or 2 Volunteers from Community			---		---		---
Public Health Director		1	19,200	10%		1920	
Director of Nurses		1	9,400	10%		940	
Supervising PHN		1	7,400	10%		740	
Sanitarians		4	32,800	25%		8200	
Administrative Assistant		1	6,300	10%		630	
Employee Benefits					2,754		2,754
SUB-TOTAL					\$31,075 \$28,321	\$12,430	19,716* \$24,445
B. SUPPLIES							
Medical and Laboratory Costs (Medical Clinic)					2500 5000		2500 5000
Office Supplies					1000	500	500
Educational Material							
SUB-TOTAL					2500 6000	\$ 500	2500 5000
C. TRAVEL							
Transportation by private car 2 PHNs (10¢ first 300 miles, 8¢ thereafter)					1000		1000
Travel for Clinic Personnel					500		500
SUB-TOTAL					\$ 1500		1500 1200*
SUB-TOTAL THIS PAGE (carried forward to page 3)					\$ 34,675 \$ 34,821	\$ 12,930	\$ 24,716 \$ 24,445

* Lapse factor deducted, see cover letter

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13. BUDGET FOR 12-MONTH PORTION OF PROJECT PERIOD - Continued			TOTAL AMOUNT REQUIRED	SOURCE OF FUNDS	
FROM	THROUGH	APPLICANT OR OTHER		REQUESTED FROM PHS	
	7-1-66	6-30-67	1	2	3
SUB-TOTAL (Brought forward from page 2)			\$ 42,015 41,824	\$ 12,930	\$ 24,175 24,151
D. EQUIPMENT					Micro Fiched
Medical Clinic Equipment					
Examining table			170		170
File Cabinet			130		130
SUB-TOTAL			\$ 170 200	\$	\$ 170 200
E. OTHER					
Employee benefits					
2 PHS			2254		2254
2 (1/2 time) clerks					
Medical Clinic Personnel @ 10%			500		500
Rent			400		400
SUB-TOTAL			\$ 400 2254	\$	\$ 400 2254
F. REQUESTED FROM PHS					
1. CASH GRANT					
\$32,345					
2. DIRECT ASSISTANCE					
G. TOTAL DIRECT COSTS OF PROJECT			\$ 42,645 41,824	\$ 12,930	\$ 24,430* 24,175 <i>for Rel</i>
14. INDIRECT COSTS			14c. FOR PHS USE ONLY		
A. ☐ NO INDIRECT COST ALLOWANCE REQUESTED			ADC		
B. AN INDIRECT COST ALLOWANCE REQUESTED AT THE FOLLOWING RATE:			RATE		
1. ESTABLISHED RATE OF _____ %			PDCA		
2. PROVISIONAL RATE OF 20%			TDC		
3. PROVISIONAL RATE OF _____ %			PHS TOTAL		
15. SOURCES OF OTHER FUNDS (Identify "FEES" separately)					
Yolo County					
TOTAL			\$ 12,930		

* Lapse factor deducted, see cover letter

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16. ESTIMATE OF FUTURE REQUIREMENTS FOR EACH 12-MONTH PORTION OF PROJECT PERIOD				TOTAL AMOUNT REQUIRED 1	SOURCE OF FUNDS	
			APPLICANT OR OTHER 2		REQUESTED FROM PHS 3	
02	FROM 7-1-67	THROUGH 6-30-68	TOTAL	\$ 50,000	\$ 15,000	\$ 35,000
			PERSONNEL	37,750	13,670	24,080
			SUPPLIES	7,000	730	6,270
			TRAVEL	1,500		1,500
			EQUIPMENT	280		280
			OTHER	3,470	600	2,870
03	FROM 7-1-68	THROUGH 6-30-69	TOTAL	\$ 55,000	\$ 17,000	\$ 38,000
			PERSONNEL	41,525	15,040	26,485
			SUPPLIES	7,500	500	7,000
			TRAVEL	1,750		1,750
			EQUIPMENT	500		500
			OTHER	3,725	1,460	2,265
04	FROM	THROUGH	TOTAL	\$	\$	\$
			PERSONNEL			
			SUPPLIES			
			TRAVEL			
			EQUIPMENT			
			OTHER			
05	FROM	THROUGH	TOTAL	\$	\$	\$
			PERSONNEL			
			SUPPLIES			
			TRAVEL			
			EQUIPMENT			
			OTHER			
17. OTHER GRANT SUPPORT						
SOURCE AND GRANT NUMBER			PROJECT TITLE		PERIOD OF SUPPORT	AMOUNT
						\$

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By.....**PETE E. LUCAS**.....

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W I T N E S S E T H:

WHEREAS, PHYSICIAN is well qualified to provide such medical assistance.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, it is understood and agreed by and between the parties hereto as follows:

FIRST: PHYSICIAN agrees, through medical consultations, to assist upon request the County Welfare Director and his staff in administering the various phases of programs of State and Federal medical assistance and such assistance PHYSICIAN shall give the Welfare Director and his staff may include but shall not be limited to the following:

1. The determination of disability for the Aid to the Totally Disabled Program and for determining the degree of incapacity of parents in the Aid to Families with Dependent Children Program.
2. The type and amount of services needed to maintain a patient in his own home in preference to institutionalization of such patients.
3. Program interpretation to professional and non-professional persons.
4. Performance of the "prior authorization" function.
5. Evaluating the adequacy of individual medical-social plans.

Micro Fiches

- 1 6. Detection and solution of local problems in rela-
2 tion to administration of medical assistance
3 programs.
4 7. Integrating new medical programs with those in
5 existence in the local community.
6 8. Providing Welfare staff services to local Utili-
7 zation Review Committees.
8 9. Development of needed medical services in the
9 community.
10 10. Training Social Work personnel into the impli-
11 cation of various diagnoses as they relate to
12 individual case plans.
13 11. Such other matters deemed appropriate by the
14 County Welfare Director.

15 SECOND: COUNTY agrees to pay PHYSICIAN at the rate of
16 \$30.00 per hour for the services rendered by him under this
17 agreement.

18 THIRD: This agreement shall commence on the 8th day
19 of AUGUST, 1966, and may be terminated by either party
20 upon thirty days' written notice of termination.

21 IN WITNESS WHEREOF, COUNTY has caused this agreement to
22 be executed and its seal to be hereunto affixed by its officers
23 thereunto duly authorized and the PHYSICIAN has executed this
24 agreement by hereunto setting his hand as of the day and year
25 first above written.

26 COUNTY OF YOLO, a political subdivi-
27 sion of the State of California

28 BY Wm. A. Waters
29 CHAIRMAN OF THE BOARD OF SUPERVISORS
30 COUNTY OF YOLO, STATE OF CALIFORNIA

31 Max A. Waters
32 MAX A. WATERS, M. D.
PHYSICIAN

To:

Auditor
County Counsel
Hospital
Wells Fargo Bank

Agreement No. 66-65

Micro Fiched

BOARD OF SUPERVISORS
Yolo County, California

Date: February 6, 1967
Entry No. 10

File:
HOSPITAL-YOLO GENERAL-ADMIN-
Automated Billing Service-
Wells Fargo Bank.

MINUTE ORDER NO. 67-138: AUTHORIZED THE CANCELLATION OF YOLO COUNTY AGREEMENT NO. 66-65, WITH WELLS FARGO BANK, EFFECTIVE JANUARY 31, 1967, REGARDING AUTOMATED PROFESSIONAL BILLING SERVICES, IN ACCORDANCE WITH THE REQUEST FILED WITH THE CLERK.

Upon motion of Supervisor Duncan, seconded by Supervisor Edmonds, and duly carried, the above Minute Order was so ordered by the following vote:

Ayes: Duncan, Edmonds, Espigares, Conner, Stephens.

Noes: None.

Absent: None.

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WELLS FARGO BANK

FILED

AUG 30 1966

LAURENCE P. HENIGAN, Clerk

By Alte E. Lucas
DeputyAUTOMATED PROFESSIONAL BILLING SERVICE AGREEMENT

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THIS AGREEMENT made and entered into this 15 day of August, 1966, (by and between "First Party"), and WELLS FARGO BANK, a California banking corporation (hereinafter called "Bank").

WITNESSETH:

WHEREAS, First Party wishes Bank to provide certain services in connection with First Party's bills for professional service, including the preparation of statements for First Party's patients (hereinafter called "Patients/Clients") and the preparation of analyses and reports incorporating certain credit and fee information with respect to First Party's Patients/Clients all in accordance with the terms hereof; and

WHEREAS, Bank wishes to provide First Party with said Automated Professional Billing Service.

NOW, THEREFORE, First Party and Bank hereby agree as follows:

1. **Term.** Upon the terms and conditions hereinafter set forth, Bank will provide First Party with Bank's Automated Professional Billing Service commencing on August 15, 1966 (which date is hereinafter called "Commencement Date"), and continuing thereafter until either party gives ninety (90) days written notice of termination to the other party.

2. **Service Manual.** Contemporaneously with the execution of this agreement Bank has delivered to First Party Bank's Automated Professional Billing Service Manual (hereinafter called "Service Manual") dated as of July 1, 1966, as amended, the receipt of which First Party hereby acknowledges. Bank may from time to time make amendments to the Service Manual and upon receipt of any such amendment First Party will comply therewith.

3. **Automated Professional Billing Service.** During the term hereof, Bank will provide First Party with Bank's Automated Professional Billing Service as described in the Service Manual and as specified by First Party in the Specification Sheet attached hereto as Exhibit A and by reference made a party hereof. Any subsequent modifications of the provisions hereof or of the Specification Sheet shall be made by executing and attaching to this agreement successive Specification Sheets executed by both parties.

4. **Automated Professional Billing Data and Procedure.** So that Bank may provide First Party with the Automated Professional Billing Service, First Party will furnish Bank with the following input data and Bank and First Party will adopt the following procedures:

(a) **Delivery of Statements and Reports.** On the 1st day of the next succeeding month following the Commencement Date and on the 1st day of each succeeding month (or if such day is a Saturday, Sunday, or holiday, the following working day) during the term hereof Bank shall deliver to First Party the monthly statements of each of First Party's Patients/Clients (unless First Party shall have elected to have Bank enclose and mail such statements) together with such reports and records as shall have been specified in the Service Manual.

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(b) *Input Data.* The Bank's obligation to deliver the monthly statements and reports as specified is conditioned upon First Party having delivered input data to Bank as follows:

(1) The initial Patient/Client information and statistical data specified in the Service Manual shall be delivered to Bank on or before August 15, 1966.

(2) All other data specified in the Service Manual shall be delivered to Bank at such times as set forth in the Specification Sheet and modifications thereof.

(c) *Incorrect or Incomplete Data.* If the data delivered by First Party to Bank is incomplete, incorrect or not in the form as provided herein, First Party agrees to pay Bank all reasonable costs incurred by Bank (on a time and material basis) to correct or complete such data or otherwise prepare it for processing.

5. *Service Fee.* For the Professional Billing Service rendered by Bank' herewith, First Party agrees to pay Bank for and as a service fee the amounts set forth as follows:

Monthly Processing \$100.00, Statements @.35 each, Extra statements .05, New Accounts .15 Insurance Reports .50 each, Non-monetary Transactions .13, Lock Box Per Statement .04

Bank Account Number to be charged 9595-575044
Said service fee shall be payable monthly and may from time to time after the expiration of one year from the Commencement Date be changed by Bank upon 90 days notice given to First Party.

6. *Indemnity.* First Party will save and hold Bank harmless against any and all claims whatsoever, and by whomsoever made, resulting from Bank's reliance upon information and data at any time furnished to Bank by First Party pursuant to this agreement. Bank shall use due care in processing data delivered to Bank by First Party and in delivering statements, and other reports to First Party; provided that in no event shall Bank's liability with respect to this agreement exceed the total charge for services provided herein and Bank shall not be liable to First Party for special or consequential damages.

7. *Place of Delivery and Notices.* All deliveries to First Party and all deliveries of input data to Bank shall be delivered as set forth in the Specification Sheet and modifications thereof. Any and all corrections to input data given by First Party and any and all other notices or requests pertaining to any account receivable then being processed by Bank may be given orally to the Branch office or to Bank's Business Services Operation Department, 50 First Street, San Francisco, California, and must on the same day be confirmed by transmitting or writing to Bank at said Business Services Operation Department. Any and all matters to be given to First Party by Bank shall be in writing and shall be mailed or delivered to First Party at First Party's address shown on First Party's Specification Sheet attached hereto and made a part hereof.

8. *Records.* By this agreement Bank does not undertake to relieve First Party of any of its obligations under federal, state or municipal laws to keep records pertaining to First Party's business or customers.

IN WITNESS WHEREOF, First Party and Bank have executed this agreement on the date first appearing above.

COUNTY OF YOLO

Approved as to Form

Dated 8/15/66

James J. Hargis
County Counsel of Yolo County

BY [Signature]

CHAIRMAN, BOARD OF First Party
SUPERVISORS, COUNTY OF YOLO,
STATE OF CALIFORNIA.
WELLS FARGO BANK

By [Signature]

Bank

WELLS FARGO BANK
AUTOMATED BILLING SERVICE

Specification Sheet

Original ☒
Change ☐

Customer Name YOLO GENERAL HOSPITAL Service Number 9624
Billing Address West Beamer and Cottonwood
Woodland, California

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Individual to Contact R. L. Thomas Title Medical Director Phone 662-2851
Dr. Stevenson Title Business Director Phone 662-2851 Ext. 272

Date Normal Processing to Start July 1966 Conversion to Start July 1966

INPUT

- ☐ Deliver to Branch, Armored Car to Operations
☐ Center
☒ Mail to OPERATIONS DEPARTMENT
Other & Comments _____

OUTPUT

- ☐ Armored Car to Branch
☒ Mail to User
☐ Other & Comments _____

STATEMENTS

- ☐ Conversion Notice to Accounts
☒ Stuff
☒ Mail
☐ Return Envelopes, Imprint Address by _____ Method.

Cycle Date _____ Start _____ Changes _____

BRANCH Woodland 595

Bank Account Number to be Charged
9595 575044

LOCK BOX _____
Deposit A/c _____
Special Instructions _____

FEE SCHEDULE

Monthly Processing \$100.00 Lock Box Per Statement .04 Dataphone Rental _____
Statements Each .35 Mail Per Statement _____ Leased Line _____
~~Extra State~~ .05 Daily Postage _____
Other ments Non-monetary transactions .13
New Accounts .15 Insurance & Medicare Reports .50

COMMENTS

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ACCEPTED BY WELLS FARGO BANK

[Signature]

Title _____ Date AUG 2 1966

ACCEPTED BY CUSTOMER
COUNTY OF YOLO

BY [Signature]
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO
STATE OF CALIFORNIA

Title _____ Date 8/15/66

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WELLS FARGO BANK

Woodland 505 Aug 9 86
OFFICE DATE

AUTHORIZATION TO CHARGE ACCOUNT

ACCOUNT OF Yolo General Hospital Physicians

Charge my General Account (No. 9595 575044 Woodland)

595 Office for credit as indicated by my initials in appropriate box below.

THIS AUTHORITY IS TO REMAIN IN FORCE UNTIL REVOKED BY ME IN WRITING.

X Signature of Depositor [Signature]

☐ M. P. LOAN No. _____ beginning _____ payments of \$ _____

final payment on _____ amount \$ _____

☐ R. E. LOAN No. _____ beginning _____ amount \$ _____

☐ COMMERCIAL LOAN No. _____ for Interest and Principal as they become due.

☐ SAFE DEPOSIT or STORAGE RENTAL as it becomes due.

☒ TRANSFER of the sum of 90% of net amount Business

XXXXXXXXXX No. _____ in the name of cashiers check
to County of Yolo

on the 15 and _____ day of each alternate month beginning _____

FILED

AUG 26 1966

AGREEMENT NO. 66-66

LAURENCE P. HENSON, Clerk

by *Pete E. Lucas*
Deputy

THIS AGREEMENT made and entered into this 15th day of August, 1966, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Brown and Caldwell, Consulting Engineers, whose address is 66 Mint Street, San Francisco, California, hereinafter referred to as CONTRACTOR.

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WITNESSETH:

WHEREAS, COUNTY is desirous of having a qualified consulting engineering firm make a survey, investigation, analysis and written report on the sewerage within the El Macero Sewer Maintenance District to serve as a basis for establishment of connection fees, enlargement of plant facilities and future construction of house line facilities; and

WHEREAS, COUNTY has determined that CONTRACTOR is qualified in all respects to perform said services and CONTRACTOR has submitted a proposal in letter form to the Director of Public Works of the County of Yolo dated July 29, 1966, setting forth in detail the work it will perform and the compensation to be paid therefor, all of which is set forth therein; and

WHEREAS, the parties hereto wish to enter into an agreement based on said letter and attached exhibits.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, COVENANTS AND CONDITIONS herein contained to be kept and performed by the respective parties, it is hereby mutually agreed as follows:

1. CONTRACTOR shall perform engineering services including a written report on the El Macero Sewer Maintenance District, all in accordance with the letter dated July 29, 1966, and marked Exhibit "A", addressed to the Director of Public Works, County of Yolo, a copy of said letter being attached hereto is hereby

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1 incorporated into this agreement and made a part
2 hereof as though set forth in full herein.

- 3 2. COUNTY shall pay the consideration set forth in the
4 hereinabove referenced letter in the amounts, at the
5 time, and in the manner set forth therein, not to ex-
6 ceed a total of \$7,000.00.

7
8 IN WITNESS WHEREOF, the parties hereto have set their hands
9 the day and year first above written.

10 BROWN AND CALDWELL

11 BY John T. Hayward
12 *V.P. President*

13 COUNTY OF YOLO, a political subdivision
14 of the State of California

15 BY William H. Brown
16 Chairman of the Board of Supervisors
17 County of Yolo, State of California

18 Approved as to Form

19 Dated 8/15/66

20 David S. Shearer
21 County Counsel
22 of Yolo County

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Micro Fiched

BROWN AND CALDWELL

CONSULTING ENGINEERS

SAN FRANCISCO • SAN MARINO • SEATTLE

66 MINT STREET • SAN FRANCISCO, CALIF. • YU 2-2442

July 29, 1966

EXHIBIT "A"

Mr. Howard Van Reyper, Jr.
Director of Public Works
Yolo County
203 Lincoln Street
Woodland, California

PROPOSAL FOR SEWERAGE STUDY EL MACERO SEWER MAINTENANCE DISTRICT

Dear Mr. Van Reyper:

In accordance with your request of July 26, we are presenting herein a proposal for engineering services in the conduct of a study of sewerage for the El Macero Sewer Maintenance District.

As discussed at our meeting with you and Mr. Fred Kendall, we understand that the need for the study is brought about by requests for annexations to the district. In broad terms, the purpose is to determine the limits of the future service area, the capacity of the existing core facilities, the general layout and approximate cost of trunk sewers and treatment works to serve the enlarged area, and the annexation or connection fees necessary to finance a stated enlargement of the system. We understand that you desire particular emphasis on those areas likely to be annexed within the next few years.

Scope of Study

The engineering services will include the following elements to the extent necessary to achieve the purposes of the study:

1. Review of land use and zoning plans of Yolo County and the City of Davis for the El Macero Sewer Maintenance District and vicinity; establishment of the sewerage service area boundary; preparation of population projections for that area for both expected high and low rates of growth.
2. Review of the existing trunk sewers, pumping stations, and sewage treatment works with respect to their capacity and capability to serve the anticipated development.

WATERWORKS • DRAINAGE
WASTEWATER TREATMENT
RATE STUDIES • VALUATIONS
CHEMICAL & BACTERIOLOGICAL
LABORATORIES

K. W. BROWN • 1944-1961
D. H. CALDWELL • CE 6287
F. J. KERSNAR • CE 8799
J. C. LUTHIN • CE 5697
J. T. NORGAARD • CE 6821
R. F. WILCOX • CE 8274

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3. Establish appropriate design criteria for trunksewers and treatment works and the degree of treatment necessary to assure compliance with requirements of the Regional Water Quality Control Board.

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4. Preparation of preliminary layouts and cost estimates for trunk sewers, pumping stations, and treatment works. This will include investigation of such alternatives as may be found practicable to obtain the most economical and flexible plan for a program of stage construction.

5. Development of a stage construction program for future system additions and preparation of a schedule outlining the conditions under which the additions will become necessary and estimated costs thereof.

6. Estimation of annexation and connection fees necessary to provide funds for the stage construction program. Both the high and low population growth estimates will be considered to the extent that funding requirements may be primarily time-dependent rather than growth-dependent.

7. Preparation of interim letter report on physical layout and sizes of sewers required to serve the western portions of the service area.

8. Preparation of study report. Pertinent findings, descriptions, preliminary layout, cost estimates, and recommendations will be presented on a printed report. Fifty copies will be provided.

Progress and Completion

The study will be started promptly on authorization to proceed. The interim report will be submitted within six weeks of authorization, and the final report will be completed in three months.

Fees for Engineering Services

Compensation for the engineering services as here above proposed will be determined on a time and expense basis, subject to a lump sum maximum fee, as follows:

1. For the time of personnel employed by the Engineer the number of hours worked by each employee times his hourly salary cost, plus an equal amount for overhead and profit. For this purpose, the hourly salary cost shall be the annual direct salary, plus 20 percent divided by 2080.

2. For direct expenses, including but not limited to travel, long distance telephone, and reproduction of reports, an amount determined by multiplying actual costs by a factor of 1.10.

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Mr. Howard Van Keyper, Jr.
Page three

3. The total fee for all services will not exceed a lump sum of \$7000.

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4. Fees as above determined will be billed upon completion of study and submission of final report and payment will be due within 35 days of submission of invoice.

Application of ASCE Manual No. 45

Applicable provisions of American Society of Civil Engineers Manual of Practice No. 45, attached hereto, will apply to all matters not otherwise covered in this proposal.

We believe that this proposal covers the work as discussed; if you have any questions regarding either the intent of the scope or the other elements of the proposal, please call me. We appreciate the invitation to submit this proposal and look forward to working on the study.

Very truly yours,

BROWN AND CALDWELL


John T. Norgaard

vcd

cc: Mr. Fred Kendall
Director of Public Works
City Hall, Davis

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FILED

IMPROVEMENT AGREEMENT

AUG 15 1966

Parcel Map No. 1060-1
(West Sacramento Port Center)

LAURENCE P. MENIGAN, Clerk

[Signature]
Deputy

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THIS AGREEMENT is made and entered into this 15 day of August, 1966, by and between West Sacramento Port Center, Inc., "Subdivider", and the County of Yolo, hereinafter referred to as "County".

WHEREAS, the Subdivider proposes to subdivide and develop that area described in Parcel Map No. 1060-1 (the "Property") and has presented plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That Subdivider will develop and construct public improvements in the Property in accordance with said plans and specifications heretofore submitted to the County, prepared in conformance with Yolo County Improvement Standards and Specifications, which have been approved by the Department of Public Works (the "Improvements") and complete the same within twelve (12) months after the date hereof in a good and workmanlike manner, and upon completion relinquish said Improvements to the agency of jurisdiction as agreed upon herein.

That the dedication and acceptance of the proposed right of way and improvements of a portion of proposed Front Street as shown on said parcel map may be delayed as hereinafter set forth. The mentioned portion of proposed Front Street is that portion lying northerly of the northerly boundary of the real property divided by said parcel map. Subdivider agrees to dedicate to County the proposed right of way and improvements of said portion of Front Street within 12 months after consummation of the Agreement hereinafter referred to. The mentioned agreement is that Agreement dated May 3rd, 1966, by and between Subdivider and Reclamation District No. 900, a copy of which is attached hereto. Subdivider agrees that it will not consent to any amendment to said agreement or relieve Reclamation District No. 900 of any obligations thereunder without prior written consent of County.
2. That Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County should unforeseen conditions occur which may require such modifications.
3. That Subdivider has paid to the County the sum of \$10,640 to cover the cost of inspection of the Improvements herein provided as such inspection is required by the County and subject to refund in accordance with Ordinance No. 534.

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4. That Subdivider shall indemnify and hold harmless the County from any and all loss, damage, or liability resulting from Subdivider's performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of the Property.

5. That Subdivider will furnish County evidence acceptable to County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction of Improvements required herein in the sum of \$100,000 in respect to personal injuries and/or death of any one person, \$300,000 in respect to personal injuries or death for any one occurrence and \$50,000 in respect to property damage in any one occurrence. Micro Fished
6. That Subdivider shall notify the Director of Public Works of the commencement of the work of Improvements.
7. That the completion of the Improvements shall be deemed to be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said Improvements. Neither passage of said Resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said Improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or state of said Improvements shall not be final until the written notice of final acceptance of all the Improvements shall have been delivered to the Subdivider.
8. That the Subdivider agrees to remedy any defects in the Improvements arising from faulty or defective construction of said Improvements occurring within twelve (12) months after acceptance thereof.
9. If the construction of the Improvements should be delayed without fault of Subdivider, the time for the completion thereof may be extended by the County for such period of time as the County may deem reasonable.
10. That should the Subdivider fail to construct said Improvements, repairs or corrective work within the time or times specified in this agreement, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.
11. The Subdivider shall obtain and file with the County a good and sufficient Improvement Security in favor of the County of Yolo and in a form approved by the County subsection (d) of 11535 of the Business and Professions Code and meeting the requirements for Improvement Security which would apply if a Subdivision Map were filed pursuant to Chapter 2, Article 9 (Section 11612) of the Business and Professions Code. The amounts of each of the said Improvement Securities shall be not less than fifty percent (50%) of the estimated cost of Improvements (other than sanitary sewers for which adequate Improvement Security has been provided to the West Sacramento Sanitary District) including incidentals.
12. Where required pursuant to the provisions of Section 11592 of the Business and Professions Code the Subdivider shall furnish the County a bond or cash deposit, at County's option, guaranteeing payment of the cost of setting monuments of survey. Micro Fished
13. It is mutually understood and agreed that when the Improvements are accepted as defined herein, fifteen percent (15%) or five hundred dollars (\$500), whichever is greater, of the Improvement Security shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 8 of this agreement.

1 14. Any extension of time hereunder shall not operate to release the
2 surety on the Improvement Security filed pursuant to this agreement.
3 In this connection the security waives the provisions of Section 2819
4 of the Civil Code of the State of California. Micro Fiched

5 15. The acceptance by County of bonds required herein is conditioned
6 upon surety's fulfillment of the prerequisites set forth in Rule 242(a),
7 formerly Rule 29(a) of the Rules for the Superior Court, State of
8 California.

9 16. That Subdivider shall pay all street lighting costs including operation
10 and maintenance for the period of time preceding the commencement
11 of the first fiscal year during which a special district or County
12 Service Area is empowered to levy taxes for such operation and
13 maintenance.

14 IN WITNESS WHEREOF, the parties have hereto set their signatures
15 as of the date first above-named herein.

16 COUNTY OF YOLO

17 By *Norman D. Smith*
18 Chairman, Board of Supervisors,
19 COUNTY OF YOLO, STATE OF CALIFORNIA.

20 ATTEST:

21 LAURANCE P. MENIGAN

22 County Clerk

23 WEST SACRAMENTO PORT CENTER, INC.

24 By *(Signature)*
25 PRESIDENT (Title)

26 Recommended for approval to the
27 Board of Supervisors of the County
28 of Yolo:

29 *(Signature)*
30 Director of Public Works

31 APPROVED AS TO FORM:

32 *(Signature)*
33 County Counsel

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RIDER Continuing Paragraph 16 of Improvement Agreement

County agrees to use its best efforts to form such a special
district or County Service Area within a reasonable time. The
terms "special district or County Service Area" shall include
a community service area or any similar area or district.

A G R E E M E N T

THIS AGREEMENT is made this 3rd day of May, 1966
by and between RECLAMATION DISTRICT NO. 900, hereinafter called
DISTRICT, and WEST SACRAMENTO PORT CENTER, INC., hereinafter called
PORT CENTER.

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RECITALS:

- (a) DISTRICT owns a drainage canal easement 100 feet in width along the southerly edge of Interstate Highway 80 and running the full length of the northerly boundary of the property in West Sacramento now owned by Del-Pac Properties, Inc., the southerly 50 feet of said right-of-way (except as it passes through the Harbor Boulevard Interchange) being on acreage owned by said Del-Pac Properties, Inc.;
- (b) The CALIFORNIA DIVISION OF HIGHWAYS proposes to widen its right-of-way in this area and to encroach upon the northerly 26 feet of the 100-foot easement of DISTRICT.
- (c) PORT CENTER leases (with options to purchase) the land owned by Del-Pac Properties, Inc. referred to in (a), above, and desires to acquire fee title to all of the property subject to DISTRICT'S easement that Del-Pac Properties, Inc. does not now own, except that portion thereof which will, in 1966, become part of the Interstate Highway 80 right-of-way.
- (d) DISTRICT proposes to enter into an agreement with the CALIFORNIA DIVISION OF HIGHWAYS under which the DISTRICT will convey to said DIVISION its interests in the northerly 26 feet of the DISTRICT right-of-way in exchange for fee title to a 24-foot strip immediately adjoining and South of that acquired by said DIVISION.

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(e) DISTRICT will consent to the installation of covered pipelines, in lieu of its open ditch, within the 24 feet to be acquired by DISTRICT along its entire length adjacent to Del-Pac Properties, Inc. acreage on either or both sides of the Harbor Boulevard Interchange and, *Micro Fished* since it will no longer require all of the southerly 50-foot strip of its right-of-way adjacent to any such installed pipelines, will quitclaim any surplus of said 50-foot strip on each side of said Interchange to the underlying fee owner whenever the pipeline installation there is complete to DISTRICT specifications.

(f) In order to promote such efficient utilization and the improvement in freeway frontage appearance that is expected to result therefrom, of the land involved, the CALIFORNIA DIVISION OF HIGHWAYS has expressed a willingness to contribute \$20,643.00 realized from savings in right-of-way acquisitions, toward the cost of the installation of such pipelines east of the Harbor Boulevard Interchange and \$21,475.64 toward the cost of their installation west of that Interchange. PORT CENTER is willing to assume the remainder of the obligation for this cost, for the installation of said easterly installation and will elect, before September 1, 1966, whether it is willing to assume such remainder applicable to such a westerly installation.

AGREEMENTS:

1. DISTRICT consents to the immediate installation, east of the Harbor Boulevard Interchange, of two 72" concrete pipes within the 24-foot strip above referred to and to a similar installation west of that Interchange before the end of 1966 if PORT CENTER elects that such an installation is to be made, and to the back-filling of the ditch to cover such pipes, wherever installed, to levels *Micro Fished* that will be consistent with final ground levels to be established by PORT CENTER in developing either of the (3)

two sections of this strip and the area south of it for industrial and other uses. DISTRICT agrees to accept the maintenance of such pipes when installed to the satisfaction of its engineers.

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2. PORT CENTER agrees to install the pipes described in paragraph 1, above, along the strip east of Harbor Boulevard, and to turn over such pipes to DISTRICT when completed and installed for DISTRICT maintenance, the pipes thereafter to be within the ownership of DISTRICT.

3. DISTRICT will reimburse PORT CENTER, from time to time, to the extent of each payment received by DISTRICT from the CALIFORNIA DIVISION OF HIGHWAYS as a contribution toward the cost of this pipe installation, less any engineering costs incurred by DISTRICT in designing and approving such installation.

4. DISTRICT will quitclaim to PORT CENTER all right, title and interest in and to any portion of the southerly 50-foot strip of the present DISTRICT easement adjacent to any pipelines installed under the terms of this agreement and will convey to PORT CENTER the fee title to any portion of the 24-foot strip of land to be conveyed in fee by the CALIFORNIA DIVISION OF HIGHWAYS to DISTRICT on which any such pipelines have been installed, reserving to DISTRICT in each such conveyance the right-of-way for reclamation purposes in the manner set forth in Exhibit A.

5. This Agreement shall be in lieu of the usual procedure for application and permit required by the DISTRICT for installation of facilities in DISTRICT rights-of-way.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove written.

RECLAMATION DISTRICT NO. 900

By Arthur J. Duran Micro Fiched

Title President

WEST SACRAMENTO PORT CENTER, INC.

By R. S. Duran

Title President

EXHIBIT A

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Attached are the form of Quitclaim Deed and Grant Deed referred to in the Agreement of May 3, 1966, as first attached to that Agreement, and copies of proposed revisions to the language of both instruments. By executing the Improvement Agreement, the County of Yolo consents to delivery of said Quitclaim Deed and of said Grant Deed either in their original form or with the aforesaid amendment.

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QUITCLAIM DEED

The Board of Trustees of RECLAMATION DISTRICT NO. 900 a reclamation district duly organized and existing under the laws of the State of California, having determined that a portion of the property over and upon which the District presently owns an easement and right-of-way for reclamation purposes is no longer necessary for the construction, maintenance or operation of the reclamation works of the District, and good and valuable consideration having been received by the District for this conveyance;

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NOW, THEREFORE, RECLAMATION DISTRICT NO. 900, subject to the right-of-way and easement hereinafter excepted and reserved, does hereby quitclaim to WEST SACRAMENTO PORT CENTER, INC., all of its right, title and interest in and to that certain parcel of real property situated in the County of Yolo, State of California more particularly described as follows:

(Description of entire present easement, except the northerly portion thereof that will be within the revised right-of-way for Interstate 80 and will therefore be quitclaimed to the State of California.)

EXCEPTING, HOWEVER, from the effect of this deed and reserving unto RECLAMATION DISTRICT NO. 900 an easement and right-of-way over and upon a portion of the property hereinabove described for the purpose of construction, installation, reconstruction, enlargement, replacement, removal, maintenance and operation of an underground pipeline or pipelines for the purpose of conducting irrigation, drainage or other waters, including manholes, junction boxes, inlets and other necessary appurtenances to such pipeline or pipelines, together with the right to use the surface of such

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property for other reclamation purposes as authorized by law and the right of access over and upon the said property with men, machinery and equipment as may be required in the exercise of the rights herein reserved. The portion of the above described real property over and upon which this right-of-way or easement is excepted and reserved is more particularly described as follows:

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(Description of 31' right-of-way to be reserved by District adjacent to the southerly boundary of Interstate 80.)

WEST SACRAMENTO PORT CENTER, INC. by the acceptance and recordation of this Quitclaim Deed acknowledges, for itself, its successors and assigns, the existence and validity of the easement and right-of-way herein excepted and reserved unto RECLAMATION DISTRICT NO. 900 for pipeline and other reclamation purposes.

DATED: _____ 1966

RECLAMATION DISTRICT NO. 900

By _____
President

And by _____
Secretary

(acknowledgment)

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QUITCLAIM DEED

Delete on page 2 of the Quitclaim Deed the period from the fourth line from the top of the page, replace it with a comma and add the following:

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"provided, however, that Reclamation District in its use of the surface of the land shall interfere as little as is reasonably possible with the use of the surface by West Sacramento Port Center, Inc., its successors and assigns, and with improvements constructed on such land by West Sacramento Port Center, Inc., its successors and assigns, and provided that whenever Reclamation District disturbs or damages landscaping or pavement of West Sacramento Port Center, Inc., its successors and assigns, within its easement, Reclamation District will restore such landscaping or pavement to its original condition as promptly as is reasonably possible."

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GRANT DEED

The Board of Trustees of RECLAMATION DISTRICT NO. 900, a reclamation district duly organized and existing under the laws of the State of California, having determined that the fee title to the property hereinafter described is no longer necessary for the construction, maintenance or operation of the reclamation works of the District, and good and valuable consideration having been received by the District for this conveyance; *Micro Filled*

NOW, THEREFORE, RECLAMATION DISTRICT NO. 900 hereby grants to WEST SACRAMENTO PORT CENTER, INC., subject to the exception and reservation hereinafter set forth, all that certain real property situated in the County of Yolo, State of California, more particularly described as follows:

(Description of the 24' strip adjacent to the north boundary of the property owned by Del-Pac Properties, Inc., east of Harbor Boulevard.)

EXCEPTING, HOWEVER, from the effect of this grant and reserving unto RECLAMATION DISTRICT NO. 900 an easement and right-of-way over and upon all of the property hereinabove described for the purpose of construction, installation, reconstruction, enlargement, replacement, removal, maintenance and operation of an underground pipeline or pipelines for the purpose of conducting irrigation, drainage or other waters, including manholes, junction boxes, inlets and other necessary appurtenances to such pipeline or pipelines, together with the right to use the surface of such property for other reclamation purposes as authorized by law and the right of access over and upon the said property with men, machinery and equipment as may be required in the exercise *Micro Filled*

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of the rights herein reserved.

Dated: _____, 1966.

RECLAMATION DISTRICT NO. 900

By _____
President

And by _____
Secretary

(acknowledgment)

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GRANT DEED

Delete on page 2 of the Grant Deed the period from the first line thereof and replace it with a comma and add the language set forth below:

"provided, however, that Reclamation District in its use of the surface of the land shall interfere as little as is reasonably possible with the use of the surface by West Sacramento Port Center, Inc., its successors and assigns, and with improvements constructed on such land by West Sacramento Port Center, Inc., its successors and assigns, and provided that whenever Reclamation District disturbs or damages landscaping or pavement of West Sacramento Port Center, Inc., its successors and assigns, within its easement, Reclamation District will restore such landscaping or pavement to its original condition as promptly as is reasonably possible."

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STATE OF CALIFORNIA
STANDARD AGREEMENT

YOLO COUNTY
AGREEMENT NO. 66-68

NUMBER E-129-66

THIS AGREEMENT, Made and entered into this 22 day of Aug, 1966, at Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected or appointed, qualified and seting

General Manager Title of officer acting for State
The Reclamation Board Department or other agency
hereinafter called the State, and

Yolo County
hereinafter called the Contractor.

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WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

(See Attached Sheet)

FILED

AUG 28 1966

LAURENCE A. HENGAN, Clerk

By John E. Lysar
Deputy

Approved as to Form

Dated 8/15/66

Levin H. Stearns
County Council
of Yolo County

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, This agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

STATE OF CALIFORNIA

The Reclamation Board

Name of State agency

By A. E. McCollam
A. E. MCCOLLAM
General Manager

Title

Contractor YOLO COUNTY

(If other than an individual, state whether a corporation, partnership, etc.)

By John E. Lysar
Chairman of the Board of
Supervisors, Yolo County
Yolo County Courthouse
Woodland, California

Address

(Continued on _____ sheets, each bearing name of Contractor)

DO NOT WRITE IN THIS SPACE

To Be
Charged
Against

APPROPRIATION Chap. 757/65, Item 308-B F.Y. 1966-67

FUNCTION OR FUND General

LINE ITEM ALLOTMENT Sacramento River Bank Protection ☒ O.E. ☐ F.

Amount of this Estimate

30000

Unencumbered remainder after posting this estimate to Allotment Expenditure Ledger

57108

Adjustment increasing encumbrances

Adjustment decreasing encumbrances

I Herby Certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. (After T.A.A. No. _____ or B.R. No. _____)

Micro Fiched

Signature of Accounting Officer

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1. The State hereby agrees to pay for the services and materials at the times, in the manner and for the consideration, herein expressed.

2. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workman's compensation insurance at Contractor's own cost and expense.

3. The parties hereto agree that the Contractor, and any agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

4. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

5. This agreement is not assignable by Contractor either in whole or in part.

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6. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

7. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

8. Contractor shall not be allowed or paid travel or per diem expenses unless set forth in this agreement.

9. Standard Form #3 is hereby made a part of this Contract.

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A. Contractor shall:

1. Paint centerline stripe through the reconstructed portion of the Yolo County Road 140.
2. Install paddles and reflectors stockpiled by the Corps of Engineers' contractor, provide and install new paddles and reflectors where required.
3. Install signs stockpiled by the Corps of Engineers' contractor.

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B. Board shall:

1. Make payments to contractor for the amount of the actual cost incurred in performing the services required above, including actual overhead cost, not to exceed 10% of the total amount actually expended for the services to be performed hereunder. The total amount to be expended under the provisions of this agreement shall not exceed \$300.00.

C. Contractor may bill the State from time to time as the work progresses, but not more frequently than once per month. The State will make payments for the amount so billed within twenty (20) days of receipt of proper invoices in triplicate. All invoices and statements shall be submitted with a detailed statement of the items for which payment is being sought. The State is authorized to audit the books and records of the contractor at any time during the period of the agreement and thereafter for two years from the date of final payment hereunder.

D. The services performed under the provisions of this agreement shall be completed prior to January 31, 1967.

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FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

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2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

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COST SERVICE CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 22nd
day of August 1966, at Sacramento, County of Sacramento,
State of California, by and between the STATE PERSONNEL BOARD, through
its duly appointed, qualified and acting Executive Officer, hereinafter
called the Board, and the County of Yolo,
hereinafter called the Local Agency.

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WITNESSETH

That the parties, for and in consideration of the covenants, conditions,
agreements, and stipulations expressed, and pursuant to authority contained
in Section 18707, Government Code, hereby agree to the conditions as found
in attached "Cost Services Contract Rules and Procedures" marked as Exhibit A
and "Written Examination Price List" marked as Exhibit B which are incorporated
herein by reference and made a part hereof. Exhibit B may be amended by the
Board from time to time without renegotiating the contract.

Further, the parties agree that the Board shall, as a normal course of
action, submit invoices covering those services rendered during a calendar
month and the Local Agency agrees to pay such invoices within sixty days
following receipt thereof.

The provisions of the attached Fair Employment Practices Addendum, Standard
Form 3 (4/65), are incorporated by reference and made a part of this contract.

The term of the contract commences August 22, 1966 and terminates
August 21, 1969. This contract may be terminated by either
party upon giving the other party 30 days written notice of termination.

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FILED

SEP 19 1966

LAURENCE P. HENIGAN, Clerk

By B. B. [Signature]
Deputy

In the event of termination, the Board will be paid such amount as is due under the contract to and including the effective date of termination.

STATE PERSONNEL BOARD

By

John D. Fisher
Executive Officer

Micro Fiched

COUNTY OF YOLO

Local Agency

By

John McDermott
Chairman of the Board of Supervisors,
County of Yolo, State of California.
Title

Approved as to Form

Dated

8/19/66

Gene S. Weaver
County Counsel
of Yolo County

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COST SERVICES CONTRACT

RULES AND PROCEDURES

Section I - General Conditions

In performing the services incident to the planning, scheduling, preparation, construction and rating of written examinations for classifications to be mutually agreed upon by the Local Agency and the Board, the following provisions shall govern:

a. Scheduling of Examinations.

Whenever during the term of this agreement, the Local Agency desires the services of the Board in the preparation of a written examination for a job classification: the Local Agency will submit to the Board a request for such services. Upon the recommendation of the Local Agency the Board shall set examination dates and closing dates for filing applications which will allow sufficient time for examination scheduling and preparation.

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b. Information to be Furnished by Local Agency.

The Local Agency shall supply the Board with a written description of the work performed in the classes for which the Local Agency desires an examination prepared, including a statement of the minimum and/or desirable qualifications and the salary of the class.

c. Notification of Number of Competitors.

Immediately after the closing date for filing applications, the Local Agency will notify the Board of the total number of competitors in each classification.

d. Preparation of Test Materials.

The Board shall construct an appropriate written examination for each job classification for which an examination has been requested by the Local Agency and agreed upon by the Board.

e. Transmittal of Test Materials.

The Board shall transmit to the Local Agency sufficient examination booklets, instructions for administering the examination and such other material as the Board may deem necessary.

Micro Fiched

f. Administration of Test and Return of Test Materials.

The Local Agency shall administer the examination in accordance with instructions provided by the Board and immediately following the examination will return to the Board all used and unused examination booklets, keyed booklets, scoring keys, instructions, and any other materials furnished by the Board and not consumed (except that in such cases as provided in paragraphs I(i), I(j), and I(m) time extensions may be granted by the Board).

g. Re-Use of Test Material.

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The Local Agency requesting test material for use on a specific date will not be allowed to re-use the tests on another date without prior written permission of the Board.

h. Scoring of Tests.

The responsibility for the scoring of tests shall be delegated to the Board, except that upon mutual agreement the Local Agency may perform the scoring functions. The Board will score the booklets and report the results, together with a recommended qualifying score, to the Local Agency within ten working days after the booklets are returned to the Board, provided that in unusual circumstances involving large numbers of competitors or unforeseen difficulties in administration of the test, the Board may extend the period for receipt of results.

i. Test Papers Inspection Under Local Agency Policy.

If the Local Agency has an officially adopted rule or established policy regarding candidates' privilege of inspecting a keyed copy of an examination or answer sheets following the examination, and this rule or policy has been submitted in writing to the Board at least 10 days prior to the first examination scheduled under this agreement for which such inspection is desired, the Board will comply with the inspection privileges as officially recognized by the Local Agency except that no inspection shall be allowed for standardized or copyrighted tests, or tests preduplicated as Form Tests or Semi-Form Tests, or of questions not scored by an absolute standard. No candidate is to be allowed to take away with him any notes regarding a test question. Upon request of the Local Agency and when submitted in writing by a candidate who participated in the examination, the Board will analyze protests resulting from such review and recommend the action to be taken by the Local Agency.

j. Test Papers Inspection Under Board Policy.

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If the Local Agency has no officially adopted rule or established policy regarding candidates' privilege of inspection a keyed copy of an examination or answer sheet(s) following the examination and wishes to allow such an inspection privilege, the following policy of the Board shall govern:

1. Key Inspection. Inspection of a keyed copy of the examination question book, which is for the purpose of requesting a review of such items as the candidate may believe are incorrect or improperly keyed, will be allowed for the five working days immediately following an examination, providing this has been requested by the Local Agency at least ten days prior to the examination. The inspection time allowed a candidate will not exceed one-half the amount of time originally allowed to answer the question during the administration of the examination. During key inspection a representative of the personnel or administrative office of the Local Agency will be present to assure that the candidate takes no notes of any kind regarding any test materials. Upon request of the Local Agency and when submitted in writing by a candidate who participated in the examination, the Board will analyze protests resulting from such review and recommend the action to be taken by the Local Agency.
2. Answer Sheet(s) Inspection. Inspection of a candidate's answer sheet(s), which is for the purpose of detecting whether any clerical or other error has been made in the scoring of the booklet, shall be allowed for a thirty-calendar-day period immediately following the notification to the candidate of examination results. Upon request, the Board will return the candidate's answer sheet(s) after scoring and a copy of a keyed answer sheet(s) to the Local Agency. Candidates are not allowed to review the question booklet during this inspection period. Not more than one hour will normally be allowed for answer sheet(s) review, during which time a representative of the personnel or administrative office of the Local Agency shall be present to assure that no changes or marks of any kind are made by the candidate on his answer sheet(s) or the keyed answer sheet(s).
3. Form Tests and Semi-Form Tests Not to be Open for Inspection. Standardized or copyrighted tests, and tests preduplicated as form tests and semi-form tests, and questions not scored by an absolute standard will not be available for keyed copy inspection nor may candidates be allowed to review copies of these tests at any time.

k. Retention of Test Material by the Board.

The Board shall, if requested by the Local Agency, retain the completed question booklets or answer sheet(s) for such reasonable period of time as the Local Agency's rules may prescribe.

1. Local Agency Responsibilities.

The Local Agency shall perform all parts of the examination process the performance of which has not specifically been requested of and agreed to by the Board and shall assume responsibility for the conformity of the examination process to any applicable laws, rules, or ordinances and for the examination as a whole.

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m. Continuous Testing.

If the Local Agency wishes to administer examinations on a continuous basis for certain mutually agreed upon classes, the Board may, in its discretion, supply the examination booklets, a scoring key and instructions for continuous administration. Administration of examinations on a continuous basis is defined as the retention and use of examination booklets and instructions one or more times in any month during the term of this agreement. The Local Agency will score such examinations.

n. Security of Test Material.

All test materials supplied by the Board under this agreement shall be and remain the property of the Board, and shall be kept confidential. The Local Agency agrees to be responsible for the security of all test materials supplied to the Agency and agrees to reimburse the Board for a portion or all of the replacement costs, as determined by the Board, for test materials that are lost or whose value for testing purposes, in the opinion of the Board, may have been destroyed while said test materials were subject to the custody of the Local Agency.

o. Examination Charges.

In consideration of the performance by the Board of the various testing services the Local Agency agrees to reimburse the Board in accordance with "Written Examination Price List" (Exhibit B).

Section II - Special Services

Upon the request of the Local Agency, the Board, in its discretion, shall supply any or all of the following special services:

- a. Advice and assistance on examining procedures and problems.
- b. Preparation and distribution of examination publicity.
- c. Distribution, receipt, and appraisal of applications.
- d. Preparation, administration and scoring of demonstration tests.
- e. Advice on and conduct of oral interviews.
- f. Preparation of eligible lists.
- g. Other technical personnel services.

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WRITTEN EXAMINATION PRICE LISTFORM TEST COST

<u>Number of Booklets Ordered</u>	<u>Schedule A (CPS scored and tabulated)*</u>	<u>Schedule B (Scored by Local Agency)**</u>
1 - 10	\$35 minimum charge	\$25 minimum charge
11 - 100	Minimum charge plus 90¢ per booklet over 10	Minimum charge plus 65¢ per booklet over 10
101 - 200	\$116.00 plus 65¢ per booklet over 100	\$83.50 plus 40¢ per booklet over 100
200 or more	\$181.00 plus 25¢ per booklet over 200	\$123.50 plus 15¢ per booklet over 200

*Plus an additional charge of 65¢ per candidate for scoring of typing performance tests, and \$1.00 per candidate for scoring of stenographic performance tests.

**Form tests used by an agency for continuous testing cost \$75.00 a fiscal year.

SEMI-FORM TEST COST

<u>Number of Booklets Ordered</u>	<u>Schedule A (CPS scored and tabulated)</u>	<u>Schedule B (Scored by Local Agency)</u>
1 - 10	\$65 minimum charge	\$55 minimum charge
11 - 100	Minimum charge plus 90¢ per booklet over 10	Minimum charge plus 65¢ per booklet over 10
101 or more	\$146.00 plus 65¢ per booklet over 100	\$113.50 plus 40¢ per booklet over 100

CUSTOM TEST COST

The cost of a custom examination is primarily dependent on the amount of technical staff time spent in selecting the appropriate test materials. A pro-rated charge is also added to each custom test charge to pay for the review and up-dating of existing custom examination materials.

If one to fifteen test booklets are ordered, a Cooperative Personnel Services scored custom test will cost approximately \$125-140; if locally scored, the cost will be approximately \$110-125. Costs increase in proportion to the number of additional test booklets ordered.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.